



Bharat Heavy Electricals Limited
Fabrication, Stamping & Insulator Plant (FSIP) Jagdishpur

NOTICE INVITING TENDER

Tender Enquiry No.: TE 2022-23/04

Date: 13.05.2022

BHEL-FSIP, Jagdishpur invites bid in two part bid system (Part-I: Techno-commercial Bid; Part II: Price Bid) for following work from experienced and financially sound bidder.

1. **Description of work:** Deployment of Security Agency Sponsored by Directorate General of Resettlement (DGR) at FSIP BHEL Jagdishpur
2. **Quantum of work:** As per sl.no. 3 of STC
3. **Duration of Contract:** 24 months from the date of award of contract.
4. **Cost of tender Document:** Nil
5. **EMD Amount:** Nil
6. **Due Date and Time for Submission of Bid:** 18.05.2022 (02:00 PM)
7. **Due Date and Time for Opening of Techno-Commercial Bid:** 18.05.2022 (03:00 PM)
8. **BHEL** reserve the right to accept or reject any of the bid/all bids or cancel/withdraw the invitation for bid without assigning any reason whatsoever and in such case no bidder/intending bidders shall have any claim arising out of such action by BHEL.
9. **BHEL** can accept/reject any or all tenders fully or partly, reduce/increase quantum of work without assigning any reasons thereof.
10. **Mode of Submission of offer:** Being e-tender, offer will be submitted online through e-tender portal: <https://eprocurebhel.co.in/nicgep/app>. Offer to be submitted only on e-procurement portal. Hard copy of offer is not required to be submitted to BHEL-FSIP. **Any offer received in Hard copy shall not be accepted and straightway rejected by BHEL-FSIP**

Enclosures to Tender Enquiry:

1. **Section-I: General Terms and Conditions**
2. **Section-II: Special Terms and Conditions**

Note:

1. The contractors may personally visit the work place to understand the scope of work before submitting their bids.
2. For relevant details please visit our website “www.bhel.com”. All subsequent corrigendum/amendment shall be published only on website. Hence, bidders are advised to always be in touch with our said website until the tender is finally opened.

SECTION-I
GENERAL TERMS AND CONDITIONS

1. DEFINITIONS:

The following terms and expressions shall have the meaning hereby assigned to them, except where the context otherwise requires:

- 1.1 'BHEL' shall mean Bharat Heavy Electricals Limited, a Company registered under the Indian Companies Act, 1956 with its Registered Office at BHEL House, Siri Fort, New Delhi, Pin-110049 through its office at FSIP-Jagdishpur or its authorized Officers or its Engineers or other employees authorized to deal with any matters with which these persons are concerned on its behalf.
- 1.2 'CONTRACTOR' or 'FIRM' shall mean the individual, firm or Company who is enlisted with BHEL for providing the services and shall include their executors, administrators, successors and permitted assigns.
- 1.3 'CONTRACT' or 'CONTRACT DOCUMENT' shall mean and include guidelines and declarations of the registration, the General Terms & Conditions and Statutory Compliances, schedules of quantities, accepted appendices of rates, if any, technical specifications, special specifications, if any, Letter of Intent, agreement & the work order, issued by BHEL. Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the contract unless specifically accepted in writing by BHEL and incorporated in the work order.
- 1.4 'TENDER DOCUMENTS' shall mean Instruction to Tenderers, General Terms & Conditions, Special Terms & Conditions, Tender Specifications including drawings and all other documents issued to the bidder against invitation of bid.
- 1.5 'LETTER OF INTENT' shall mean the intimation by a letter / email / fax to the bidder that the tender has been accepted in accordance with provision contained in that letter. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.
- 1.6 'APPROVED, DIRECTED or INSTRUCTED' shall mean approved, directed or instructed by BHEL Shop Engineer / Shop- in-charge/ Concerned authorities.
- 1.7 'WORK' or 'CONTRACT WORK' shall mean and include the work to be done in relevant work category by the firm or as specified in the Tender documents.

2. OFFICIAL SECRET ACT :

The contractor shall give an undertaking under the official secret Act for maintaining secrecy of the drawings, documents or other records connected with the work given to them. The contractor shall return all the drawings/documents given to them. A third party non-disclosure agreement as per annexure-G shall be submitted.

3. MODE OF COMMUNICATIONS:

Generally, all communications, references etc. shall be delivered through Letter/Fax/ E-Mail or given to the authorized supervisor. It will be undertaken that the contractor has read and understood the message, within three days of the delivery, even if they have not received / not opened/ having technical problems on their side. Contractor shall communicate their change of authorized supervisor, email address in advance.



4. SECURITIES:

4.1 EARNEST MONEY DEPOSIT (EMD):

- 4.1.1 EMD is to be paid by bidder for securing fulfilment of any obligations in terms of the NIT. Offer should be accompanied with Earnest Money as specified in NIT through The EMD may be accepted only in the following forms:
- Electronic Fund Transfer credited in BHEL account (before tender opening). EFT shall be made in Bank Account No.: 10405292240 of SBI, IGFC branch, I A Jagdishpur, IFSC No. SBIN0009072. Receipt of EFT Transfer from bank shall be enclosed with technical offer.
 - Fixed Deposit Receipt (FDR) issued by Scheduled Banks/Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
 - In addition to above, the EMD amount in excess of Rs Two 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 six months.
 - The EMD shall not carry any interest.
- 4.1.2 In case of unsuccessful bidder, the EMD will be refunded after finalization of the tender.
- 4.1.3 BHEL reserves the right of forfeiture of EMD, in case the successful bidder who:
- After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
 - The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.

4.2 SECURITY DEPOSIT (SD):

- 4.2.1 Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.
- 4.2.2 The total amount of Security Deposit will be 5% of the contract value. EMD of the successful bidder shall be converted and adjusted towards the required amount of Security Deposit.
- 4.2.3 The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:
- Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL (payable at Ind. Area Jagdishpur). EFT shall be made in Bank Account No.: 10405292240 of SBI, IGFC branch, I A Jagdishpur., IFSC No. SBIN0009072. Receipt of EFT Transfer from bank shall be submitted to BHEL.
 - Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.

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

- 4.2.3 At least 50% of the required Security Deposit, including the EMD, should be deposited before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.
- 4.2.4 If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.



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- 4.2.5 The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.
- 4.2.6 Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.
- 4.2.7 The Security Deposit shall not carry any interest.

5. SUBMISSION OF OFFER / TENDER:

- 5.1. The bid is invited in either two part or single part as specified in NIT. In case of two part bid system offer shall be submitted as per following:
- 5.1.1. Part I: Techno commercial Bid: Techno commercial bid should be filled as per **ANNEXURE-H** to this section and should contain documents in the same order as listed there along with Documents for Pre-qualifying requirements, if applicable.
- 5.1.2 Part II (Price) Bid: Price bid should contain only Price Offer to be submitted strictly as per given format of Price Schedule given in the tender document. The Price Bid not submitted as per Price Schedule may not be considered.
- 5.1.3. Part I and Part II Bids should be put in separately sealed envelopes and each envelope must be marked clearly as “Techno commercial Bid” or “Price Bid” as the case may be. NIT Number and bidder’s name & address should also be clearly mentioned on these envelopes. These two envelopes must be put in a bigger envelope and sealed properly. Top of the outer cover/envelop should contain following information:
- a. Tender Enquiry No. & Title of Work
 - b. Bid Opening date & time
 - c. Address/Venue of Bid Submission
 - d. Bidder’s Name & Address

Technical bid and price 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.

- 5.1.4 In case of single part bid system, Techno-commercial bid and price bid should be submitted in single sealed envelope.
- 5.1.5 All papers/documents should be ink signed and rubber stamped by the bidder.
- 5.2 The bidder shall quote the rates in English Language using international numerals. These rates shall be entered in figures as well as in words. For the purpose of the tender, the metric system of units shall be used.
- 5.3 All entries in the tender shall either be typed or be written in ink. Overwriting or cutting is not acceptable.
- 5.4 The tender shall be submitted on or before the time & date specified in NIT & shall be dropped into tender box as specified in NIT.
- 5.5 Tenders can be submitted personally/courier/post. The tenders received after the due date and time of submission will be rejected.
- 5.6 Tenders shall be opened by authorized officers of BHEL at the above mentioned address at the time and date specified in the NIT in the presence of such of those bidders or their authorized representative who may like to be present.
- 5.7 The offers should be strictly in accordance with the tender specifications & General Instructions to

the bidder. Should the bidder 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. No deviation w.r.t. terms & conditions of the tender are acceptable.

- 5.8 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document.
- 5.9 Before tendering, the bidder is advised to inspect the site of work and the environments and be acquainted with the actual working and other prevalent conditions, facilities available etc. No claim will be entertained later on grounds of lack of knowledge.
- 5.10 Validity of Offers: The offer should be valid at least for a period of **90 days** from the date of opening of tender. In case Bharat Heavy Electricals Limited (BHEL) calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding, on the bidder. All expenses for attending such negotiations are to be borne by the bidder.
- 5.11 The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights to reject any or all the tenders.
- 5.12 Conditional and unsigned tenders, tenders containing absurd or unworkable rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.
- 5.13 If the bidder 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.
- 5.14 Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the Bidder who resorts to canvassing are liable to be rejected.
- 5.15 In case of non-conformities/errors/discrepancies are observed between the quoted prices in figures and that in words, following guidelines shall be followed:
- (a) If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly. Unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
 - (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected and
 - (c) If there is a discrepancy between words and figures, the amount in words shall prevail unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
 - (d) If there is such discrepancy in an offer the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- 5.16 BHEL reserve the right to accept or reject any of the bid/all bids or cancel/withdraw the invitation for bid without assigning any reason whatsoever and in such case no bidder/intending bidders shall have any claim arising out of such action by BHEL.
- 5.17 BHEL can accept/reject any or all tenders fully or partly, reduce/increase quantum of work without assigning any reasons thereof.

6. SIGNING OF TENDER DOCUMENTS



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The tenderer shall furnish following, duly enclosing documents relating thereto for the person who signs the tender documents:

- a) Authorized signatory shall be the person holding 'power of attorney' on behalf of the firm/company/bidder-concerned authorized/empowered to act on behalf for the specific purpose.
- b) Power of Attorney: An attested copy of the Power of Attorney, in case an individual other than the sole proprietor signs the tender shall be submitted along with the tenders.
- c) Sole Proprietor-ship Firm: Undertaking on oath (Rs. 100 stamp paper) that Proprietor is solely responsible for all rights and liabilities while working under the name and style of Sole Proprietorship firm namely (_____)
- d) In case of Partnership Firms: The names of all the partners and their address. A copy of the partnership deed duly certified by the Notary Public/ Deed registered at the office of Registrar of Firms shall be enclosed. The tender must be signed by all the partners of the firm or by the managing partner who has power to do.
- e) Company: Certified copy Memorandum of Association, Article of Association and Incorporation Certificate.
- f) Society: Registration certificate issued by Registrar of societies.

BHEL will not be bound by any other power of attorney granted or the change in composition of the firm made after the execution of the contract agreement. They may, however, recognize such power of attorney or change in status only after legal advice.

7. PRICE SCHEDULE (PRICE BID):

- 7.1 Rate should be quoted strictly as per prescribed Price Schedule.
- 7.2 Rates to be quoted in figures and words by the Contractor.
- 7.3 There should not be any corrections in price bid contradictory to the above the offer will be liable for rejection.
- 7.4 The rate quoted should be kept firm during the execution of contract and no extra payment will be reimbursed to the contractor by BHEL. No increase in rate of DA / Wages hike shall be reimbursed to the Contractor.
- 7.5 Rate quoted above shall be inclusive of minimum wages as per govt. rules, additional wages as per BHEL rules, all statutory requirements like PF & ESI, Uniform, shoes, PPEs, bonus, machinery charges, Consumable cost, supervision charges and all other charges as per scope of work, as applicable exclusive of GST. GST, if applicable shall be paid extra at actual.

8. EVALUATION OF OFFERS

- 8.1 Technical-cum-Commercial Bid (Part-I) shall be opened first on due date specified in NIT.
- 8.2 The bidders shall be evaluated as per Pre-qualifying and techno-commercial requirements mentioned in the tender documents.
- 8.3 BHEL Reserve the rights to evaluate the bid as per BHEL policy norms and Govt. guidelines. The decision of BHEL for evaluation of bids shall be final and binding to bidder.
- 8.4 Price Bid (Part-II) shall be opened only of Technical-cum-Commercial qualified bidder.
- 8.5 The bidder shall submit complete price of the package. Total price of the package (Price Schedule) shall be compared for purpose of arriving at L1.
- 8.6 Any discount/revised offer submitted by a bidder on its own shall be accepted provided it is received on or before the due date and time of offer submission (i.e part-1 bid). The discount shall be applied on pro rata basis to all items unless specified otherwise by the bidder.
- 8.7 Unsolicited discounts/ revised offers given after Part-I bid opening shall not be accepted.
- 8.8 Evaluation of the offer will be strictly based on the information submitted by the bidder. In view of this

We hereby accepted above
(signature & seal of bidder)



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the bidder is requested to go through tender document carefully and furnish all details clearly. Missing information may not be asked by BHEL.

- 8.9 In case of tie between two or more than two bidders for L1 price. Bids shall be called for discount on price offered in sealed envelope from all the L1 bidders.
- 8.10 BHEL reserve the right to split the work in two or more bidders, if required. If not specified, total work in full shall be ordered on a single party i.e. L-1 bidder.
- 8.11 BHEL reserves its right to negotiate with the Bidder and/ or go for Reverse Auction (RA).

9. REVERSE AUCTION:

- 9.1 BHEL may go for Reverse Auction (on line bidding on Internet) instead of opening the submitted sealed price bid. Bidder should confirm participation in Reverse Auction along with Techno-Commercial Bid.
- 9.2 The decision to go for Reverse Auction will be taken after techno-commercial evaluation. Only technically and commercially acceptable bidders shall be eligible to participate in reverse auction. Information and general terms and conditions governing RA shall be communicated to technically and commercially acceptable bidders.
- 9.3 In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids already submitted and available with BHEL shall be opened as per BHEL's standard practice.

10. CONTRACT AGREEMENT

The successful bidder (Contractor) has to make an agreement with BHEL in the format prescribed by BHEL on Rs. 100/- Non-Judicial Stamp Paper at his own cost.

11. TERMS OF PAYMENT:

- 11.1 Payment shall be made, on the Nos. of Measurement units, successfully executed, by the Contractor. The contractor shall submit their clear & legible bills (in Duplicate) on Monthly basis, duly verified by concerned BHEL staff. Each bill must be enclosed with work/ activity completion report duly signed by contractor & and BHEL representative (s).
- 11.2 All payments shall be released through electronic-pay mode only.
- 11.3 BHEL shall be releasing payments against the work order after deduction of income tax at source (TDS) as per requirement of income tax rules as well as TDS under GST and BHEL will issue appropriate certificates in this regard.
- 11.4 GST, if applicable, shall be paid, as per Govt. rules, to the contractor against running actual, on documentary evidence. The GST shall be paid extra and over the quoted rate.
- 11.5 All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST). The payment of Tax will be released subject to furnishing details of outward supplies of materials/services to BHEL in the Return. Also, ensure that the existing contracts, which spill over, to the date of implementation of new GST laws are modified accordingly.
- 11.6 The GST Credit entry maintained by GSTN to the BHEL Accounts on 'GSTN Common Server' must be ensured by the contractor. In absence of the same or any loss of GST Credit due to the fault contractor, shall be recovered/not payable to the contractor.
- 11.7 No interest shall be payable by BHEL on Earnest Money, Security Deposit or on any money due to the firm by BHEL.
- 11.8 Firm shall arrange his own finance for smooth execution of contract, wages payment, other statutory payments to his employees and all other agreed conditions.
- 11.9 Normally, payment shall be made within 45 days of receipt of clear and accepted bill at BHEL's execution department. Contractor is required to submit the bill within 30 days from work completion.
- 11.10 Clarifications from the contractors on bills will be intimated in one go within 07 days of receipt of



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clear bills, generally. Further, contractors are also required to submit the clarification in one go by next 07 days of receipt of clarification letter from BHEL

- 11.11 Contractors are required to submit the bill within 6 month from work completion, beyond this period, bill will not be accepted.

12. PENALTY :

For delays beyond the specified schedule given in tender document, if attributable to contractor, penalty shall be applicable as per terms given in NIT. Cost of rejection/rework, as appropriate shall be recovered from contractor as compensation for defective job done.

13. SAFETY AND OCCUPATIONAL HEALTH:

The contractor has to assume full responsibility of the safety of the vehicles/ equipments, crew and to comply with the security/ safety regulations of BHEL and Government, as applicable, inside the BHEL factory. The contractor is required to keep and maintain first aid box at work place at his own cost.

14. FORCE MAJEURE:

Notwithstanding anything contained in this Contract, neither the Contractor and nor the BHEL shall be held responsible for total or partial non execution of any of the contractual obligations, should the obligation be made impossible due to concurrence of a Force Majeure which will include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotion's, insurgency, sabotage, act of public enemy, acts of god, epidemics and act of Govt. over which the contractor or BHEL has no control.

15. ARBITRATION:

All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached, the dispute shall be settled in accordance with Arbitration and conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of Unit- FSIP, Jagdishpur. The award of the arbitrator shall be final and binding on both the parties. The venue of the arbitration shall be at Amethi (U.P.). The award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Sultanpur (U.P.), court.

16. JURISDICTION:

The contract shall be governed, by the law for the time being in force, in the Republic of India. Any matter of dispute arising out of or in connection with this contract shall be under jurisdiction of Sultanpur (U.P.), court only.

17. RIGHTS OF BHEL :

BHEL reserves to itself, the following rights without entitling the Contractor to any compensation. Resorting to any, some, all of the actions like Contract termination, recovering the dues/ losses from the Security Deposit and the contract amount, forfeiting the Security Deposit, getting the work done through other agencies at the cost of the contractor, cancellation of registration, banning the business with BHEL etc., in any event of the followings:

- Contractor's repeated poor performance, withdrawal from or abandonment of the work, except in force majeure conditions.
- Serious lapse in performance, Persistence disregard of the BHEL instructions.
- Insolvency of the contractor.
- Assignment, transfer, subletting of the contract work.
- Non-fulfilment of any contractual obligations or obligations under the law.

18. RISK AND COST:

If the Contractor fails to perform/execute the work within time or fail to perform as per the specification prescribed in tender or acted in violation to prescribed terms and conditions, BHEL shall be entitled to terminate the Contract and take recourse to alternate source to get the work done at the risk and cost of the Contractor. In such case Contractor shall make good the loss to BHEL. BHEL shall be entitled to recover the difference in cost, if any incurred by BHEL due to getting the work done from alternate source. However, in such case Contractor shall not be entitled for any gain.

19. TERMINATION

This contract may be terminated at any time without paying any compensation whatsoever to the Contractor in case of misbehaviour, disobedience, dishonesty, clandestine insolvency, any court order or any other related activities on their part or their failure to fulfil the terms and conditions of this contract or agreement.

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

20. EXTENSION

The contract may be extended as per BHEL's policy on mutual agreement of BHEL and the contractor.

21. PREFERENCES FOR MSMEs:

Following preferences/benefits shall be given to MSEs in line with Public procurement policy for Micro and Small Enterprises (MSEs), 2012:

- a. The tender documents shall be issued free of cost to MSEs.
- b. MSEs are exempted from payment of Earnest Money Deposit (EMD).
- c. In tender, Micro and Small Enterprises quoting within the price band of L1+15% shall be allowed to supply the requirement of at least 25 % of the tender quantity subject to condition that such Enterprises bring down their price to L1 price where L1 price is from other than a Micro and Small Enterprise. If L1 offer is from a Micro / Small Enterprise, this provision will not be applicable. In case more than one Micro and Small Enterprise is there within this span, the supply shall be shared proportionate to the tender quantity.

Note: Special provision for Micro and small enterprises owned by SC or ST: -

Sub target of 25% (i.e. 6.25 % out of 25%) would be earmarked for procurement from Micro and Small Enterprises owned by the Scheduled Caste or Scheduled Tribe Entrepreneurs provided that in event of failure of such Micro and Small Enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 6.25 % sub-target for procurement ear-marked MSE owned by Scheduled Caste or Scheduled Tribe Entrepreneurs shall be met from other MSE Enterprises/s.

Note: Special provision for Micro and small enterprises owned by women: -

Minimum of 3 % reservation for women owned MSEs within 25% reservation.

MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -D where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.



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In case of any change in the MSE status of the Bidder, it shall be the responsibility of the Bidder to notify the change as a part of the Bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the Bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the Bidder as per the procurement policy of BHEL.

- d. All other applicable benefits, if any shall be given to MSE bidders as per guidelines of GOI issued time to time.

22. TERMS & CONDITIONS FOR CONTRACTORS FOR DEPLOYMENT OF CONTRACT LABORERS UNDER SERVICE OR WORKS CONTRACT

22.1 LABOUR LICENCE AND OTHER REQUIREMENTS

- 22.1.1 Contractor shall within 15 days of commencement/completion of work-order submit Form VI-A to RLC office. The first & final bill shall be processed only on clearance regarding submission of Form VI-A by contractor.
- 22.1.2 Contractor shall apply for Form V to BHEL for obtaining labour license (if the number of workers deployed is more than 19) from appropriate government (as on date Central Government) and submit the same within one month from the date of award of the contract. Contractor shall possess separate valid Labour license from appropriate government for each contract in line with CL(R&A) Act before deploying their employees.
- 22.1.3 In case the number of employee desired to be deployed by the contractor against the contract during execution exceeds the number of employees allowed in the license then the contractor shall obtain prior amended valid labour license for the contract for the requisite number of employees.
- 22.1.4 The contractor cannot deploy the contract worker without obtaining requisite Labour licence from the Appropriate Government (Central Govt.) authority. Till then the contractor shall be allowed to deploy maximum 19 workers or the numbers required whichever is less.
- 22.1.5 The contractor shall also have to submit copy of PAN card and latest IT return.
- 22.1.6 The contractor must possess Service Tax Registration number under relevant code head.
- 22.1.7 The contractor should possess VAT/TIN Number if material is supplied/consumed. The contractor should not be disqualified from bidding in case the contractor does not have TIN No. However, he shall have to produce TIN No. before opening of Price bid.

22.2 APPOINTMENT AND ENTRY IN FACTORY PREMISES

- 22.2.1 The contractor shall submit the request for issuance of gate passes of their workers along with following documents to HR Department through contracting department in the format given by BHEL:
- a. Identity Proof (Voter ID/ Aadhar).
 - b. Police Verification Certificate by appropriate authority or Character certificate issued by District Magistrate's Office or Proof of remittance of fees for character certificate at District Magistrate's Office. Further, he should submit the character certificate within 30 days failing which he will be discontinued.
 - c. Copy of employment card issued by contractor to his own worker.
 - d. The firm shall arrange the working permission beyond normal working hours on their own, if required.
- 22.2.2 After submission of documents as in Para 2.1, the contractor shall issue photo identity card to the labour and submit to HR department. This identity card shall be forwarded by HR department to BHEL Security, which shall then authorize the labour to enter the factory premises initially for a period of one month.

22.2.3 The photo identity card shall have to be revalidated in every three month on last working day of the month or any other date fixed to do so. In absence of such revalidation, duly forwarded by HR department, BHEL Security shall not allow any labour to enter the premises of BHEL FSIP Jagdishpur.

22.2.4 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.

22.3 BILLS PAYMENT, ATTENDANCE AND PAYMENT OF WAGES:

22.3.1 The Contractor shall pay wages to all his Laborers as prescribed by the BHEL HR from time to time based on U.P. government norms.

22.3.2 In addition to minimum daily wages above, an **additional wage** has also to be paid by the Contractor to all his Laborers as per following rates as per BHEL guidelines:

Sl. No.	Type of Labour	Additional daily wage to be paid in (Rs.) as on date
1	Unskilled Worker (USW)	NIL
2	Semi-skilled Worker (SSW)	NIL
3	Skilled Worker (SW)	NIL
4	Highly Skilled Worker (HSW)	NIL

This additional amount will also attract all statutory deductions and payments.

22.3.3 Contractor shall ensure payment of wages as applicable on or before seventh day of each month.

22.3.4 Wages payment shall be made by Contractor to the Laborers through bank only and shall maintain proper records of their timely disbursement. Contractor shall issue wages slips to his laborers.

22.3.5 The payment of wages to the workers shall not be subject to payment against the bills by BHEL. Bills to be issued within period specified in GST.

22.3.6 The contractor shall submit bills to the contracting department only after payment of wages for previous months.

22.3.7 The contractor's bills should be accompanied with the following:-

- Copy of Measurement Book entries / Statement of work done / work completion report by the Contractor duly verified by concerned BHEL representative(s).
- Self-Declaration of Minimum Wages of labours deployed by him under the Service contract, PF/ESI no., statutory deductions etc.
- PF and ESI challans for previous month-separate for concerned Service contract. Print of online challan along with list of contributing contract workers for ESI duly certified by the contractor.
- Wage payment sheet for the bill period.
- Statement of material supplied by the contractor, if any
- Copy of Labour Licence if increase in no. of labours deployed against Work Order if applicable.
- 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 respect of all workers deployed by him against the contract, for each month separately, along with final bills.

22.3.8 The contractor shall remit the cheques favouring RPFC and ESI Office 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.



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22.4 PROVIDENT FUND (PF)

- 22.4.1 The contractor should get independent EPF code before deployment of his contract worker against work contract.
- 22.4.2 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. Each worker must have his/her Provident Fund KYC completed and his respective UAN must have been allocated.
- 22.4.3 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.
- 22.4.4 After termination of contract the contractor shall provide due assistance to the labour for withdrawal of PF/pension amount, when due.
- 22.4.5 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.

22.4.6 PF CONTRIBUTION:

<u>Employee's Contribution</u>	<u>Employer's Contribution</u>
12.00%	13.00 %

The PF Contribution may change as per Govt. notification.

- 22.4.7 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.

22.5 EMPLOYEES STATE INSURANCE (ESI)

- 22.5.1 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.
- 22.5.2 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.
- 22.5.3 The contractor shall facilitate collection of issued ESI cards by his worker. Only those workers shall be allowed entry into factory premises who have valid ESI Card.

22.5.4 ESI CONTRIBUTION :

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

The ESI Contribution may change as per Govt. notification

- 22.5.5 The Contractor shall submit annual returns in Form-6 prescribed under ESI Act, deployed by him with a copy to HR and finance department.
- 22.5.6 The Contractor shall produce the following Registers and forms as per Contract Labour (R & A) Rules 1971 for inspection by the concerned BHEL Officer(s):
- Form XIII - Register of Workmen employed by contractor (Rule 75)
 - Form XIV - Employment Card issued by contractor (Rule 76)
 - Form XVI - Muster Roll 78(1)
 - Form XVII - Register of Wages (Rule 78 (1) (a) (i))
 - Form XVIII - Register of wages-cum Muster Roll (in case of weekly Payment)
 - Form XIX - Wage Slip (Rule 78)(1) (b)
 - Form XX - Register of deduction for damages of loss (Rule (78)(1) (a) (ii))
 - Form XXI - Register of fines (Rule 78) (1) (a) (ii)



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- i. Form XXII - Register of advance (Rule 78) (1) (a) (ii)
- j. Form XXIII - Register of overtime (Rule 78) (1) (a) (iii)
- k. Form XXIV - Return to be sent by the contractor to licensing officer (Rule 82)
- l. Form XII – Register of Adult Workers
- m. Form XIV – Leave with wage register

22.6 PERSONAL ACCIDENT INSURANCE POLICY:

- 22.6.1 Contractor shall buy Personal Accident Insurance (24x7) policy for all of his employees deployed under the contract before the start of work. No employee should enter the BHEL factory premises or working area without insurance cover as stated below.
- 22.6.2 The policy should cover the accidental death of workers for 24 Hrs for all the seven days of week.
- 22.6.3 The policy should be purchased from Govt. under taking company.
- 22.6.4 The coverage shall be of Rs. 5 lakhs per individual. The sum assured (Rs. 5 lakhs) shall become payable to the nominee/legal heir in the event of death due to accident of insured person.
- 22.6.5 In the event of death of any contract worker deployed by the contractor without proper insurance cover, the contractor shall be liable to pay Rs. 5 lakhs to the nominee/ legal heir of such deceased contract worker.
- 22.6.6 The copy of policy along with bill shall be submitted.

22.7 BONUS

The contractor shall be liable to pay statutory bonus under payment of Bonus Act, 1965 and the payment of bonus (amendment) act, 2015.

22.8 DISCIPLINE

- 22.8.1 The Contractor shall be responsible for the discipline of his own laborers deployed under the service contract. In case of any loss to the BHEL FSIP Jagdishpur on account of indiscipline of contract laborer then such loss shall be assessed and recovered from the running bills of the contractor or from the security deposit.
- 22.8.2 The contractor shall not employ any person who has not completed his 18 years of age and person who has attained 60 years of age. Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc. acceptable to concerned department.
- 22.8.3 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.

22.9 LEAVE WITH WAGES TO CONTRACT LABOUR

- 22.9.1 Guidelines as per Factories act 1948 & U P factories Rules 1950 should be strictly observed with regard to crediting / availment of leave. Register as prescribed under the said Rules should be maintained by the contractor.
- 22.9.2 The contractor will give three paid National Holidays to his employees.

22.10 SAFETY OF OPERATION

The total safety of operation and laborers is Contractor's responsibility. Contractor should provide the following Personnel Protective Equipment (PPE) and Consumables, as applicable, to each laborer during execution of the contract, at his own cost:-

- a) One pair of Uniform within two weeks of start of contract and one pair within next six months. The contractor shall be responsible to provide to his workers uniform and safety gears such as shoes, helmet and PPE . The uniform should be dark blue trousers and light blue shirt for males and dark blue trousers/salwar and light blue kurta/ kameez/top for female. The uniform should have logo of the

contractor's firm/ company which shall be affixed by the contract labor on the left side of his pocket. The uniform shall be kept in neat, tidy and wearable condition. The stitching and logo charges should be borne by the contractor. Contractor shall ensure that the employees are in neat and tidy uniform and safety gear on duty. Penalty of 5% of monthly bill may be imposed if the workers are not found in prescribed uniform and safety gears.

- b) One safety helmet per annum, (within two weeks of start of contract).
- c) One pair of safety shoes along with two pairs of socks per annum, (within two week of start of contract).
- d) One pairs of leather hand gloves per week.
- e) Two pairs of Ear plugs per month
- f) Cora cloth / Cloth Waste 1/2 Mt. per month
- g) One soap per month.
- h) Any other relevant safety PPEs, if required.

Quantities mentioned above are minimum and may increase depending upon operation / job and contractor has to provide these items at his own cost. Each PPE items should follow BHEL Safety Engineering Standards. The contractor shall maintain a register for record of above items.

22.11 SUPERVISION OF CONTRACTOR LABORERS:

The contractor shall appoint one identified supervisor for monitoring and controlling of work and laborers. All issues regarding discipline at the works are to be supervisor's responsibility. The Contractor shall submit Power of Attorney in name of his supervisor. No extra supervision charges shall be paid by BHEL.

22.12 CONTRACT LABOUR ACCIDENTS WHILE AT WORK:

In case of medical emergencies faced by contract worker at work, first aid medical facilities in the interest of the well-being of the worker shall be provided by BHEL. Responsibility of medical treatment lies with the contractor through ESI.

22.13 PROHIBITION ON INFLUENCING AND INTERFERING ON BEHALF OF CONTRACTOR:

The Contractor shall neither try to influence, chase or interfere into the working of BHEL officials nor engage BHEL employee or any other third person for the same. In case such incident does occur, it may lead to disqualification/debarring from the contract. Any contractor shall be debarred from consideration if any of his relations is working in the product/functional group in which the contract is being issued. Before issuing tender form to any contractor for limited tender enquiry a confirmation has to be given by contractor that none of his relations are working in that product/functional group."

23. GENERAL GUIDELINES TO CONTRACTOR:

- 23.1 BHEL shall have the privity of the contract with the contractor only and will give instructions to the contractor or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the Contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.
- 23.2 The contractor shall maintain regular contact with the designated employee(s) of BHEL and will interact on matters relating to the work awarded under this contract.
- 23.3 Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances, the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job.



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- 23.4 Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee. No work shall be done on overtime, Sundays or on other declared holidays without written permission.
- 23.5 Contractor to should submit a copy of standing orders if engaging 100 or more workmen and shall comply with the provisions of Factories Act.
- 23.6 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, 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, Maternity Benefit act, etc.,). Depositing of ESI, PF contribution as may be applicable is the responsibility of the contractor. For any default in compliance, the contractor shall be held responsible.
- 23.7 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.
- 23.8 The contractor shall be responsible for all acts and omissions of their staff and liabilities arising out of the acts and omissions of such staff shall be borne by the contractor, BHEL shall in no way be responsible for any such acts, omissions or any liabilities arising there from.
- 23.9 If any accident/injury/loss/ occurs due to the operation of any equipments, to any other persons/public and the properties of BHEL/client/other agencies/third party, the contractor shall have to pay necessary compensation and other expense, so decided by the appropriate authorities/victims.
- 23.10 Only the authorized staff attached to the contracted work or representative nominated by the contractor shall be allowed entry inside the company's or any other premises during the period of contract.
- 23.11 The persons employed by the Contractor in respect of work will treated as the authorized representative(s) and shall also be held responsible along with the contractors, for any breach of the terms and conditions as provided in this contract.
- 23.12 If BHEL Executive feels that the persons deployed on job are not having required skill to perform the job, the contractor will have to replace those persons by adequately trained staff.
- 23.13 The Contractor will have to indemnify BHEL against:
- a) All claims for injury or damage to any person or property caused by his negligence of his employees whilst in BHEL premises.
 - b) Observance of Labor & Industrial Laws, including regular remittance to EPF and ESI.
 - c) All claims by way of compensation and all other types of unforeseen claims, which may arise in the period of contract.
 - d) The Contractor will accept liability for compensation in accordance with the provision of the Indian Worker's Compensation Act, 1948, amendments thereafter and or other law for the time being in force for personal injury caused to any workmen by accident arising out of and in the course of this contract.
 - e) The Contractor will indemnify the company against all payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the said Acts to any workmen as aforesaid, and any cost incurred by the company in connection with any claim preferred by such workmen and or against all actions, claims and demand whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out or occasioned by the negligent, imperfect or improper performance of this contract by the Contractor, their workmen servants or agents.
 - f) The Company shall not be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operation done by the bidder, such loss, damage or compensation shall be reimbursed by the Contractor to the company together with the costs incurred by the company on any legal proceedings pertaining there to.



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The Contractor will be required to submit Indemnity Bond in favor of BHEL on a Non Judicial Stamp paper of Rs. 100 value.

24. BHEL FRAUD PREVENTION POLICY:

The Bidder along with its associate/ collaborators/ sub-contractor / sub vendors /consultants /services providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

25.DEALING WITH BANNED SUPPLIERS/CONTRACTORS IN BHEL:

The offers of the bidders who are on the banned list as also the offer of the bidders who engage the services of the banned firms shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.

26.SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/CONTRACTORS:

Suspension of business dealings with Suppliers/Contractors shall be dealt as per the guidelines available on BHEL website www.bhel.com.

- 27.** “BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life/permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below. a). Victim: Any person who suffers permanent disablement or dies in an accident as defined below. b). Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/operation and works incidental thereto at BHEL factories/offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/ during working at BHEL units/officers/townships and premises/ project sites. c). Compensation in respect of each of the victims: (i) In the event of death or permanent disability resulting from Loss of both limbs: Rs.10,00,000/- (Rs. Ten lakh) (ii) In the event of 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 (I) of the Employee’s Compensation Act, 1923.

LIST OF ANNEXURES TO GTC

SR. NO.	NAME OF ANNEXURE	DETAILS OF ANNEXURE
1	ANNEXURE-A	DECLARATION SHEET
2	ANNEXURE-B	CERTIFICATE OF DECLARATION CONFIRMING THE KNOWLEDGE OF SITE CONDITION
3	ANNEXURE-C	CERTIFICATE OF DECLARATION CONFIRMING FIRM IS NOT BLACKLISTED / UNDER HOLD FROM BHEL JAGDISHPUR OR BANNED BY ANY UNIT/REGION/OFFICE OF BHEL AND FIRM IS NOT GUILTY BY A COURT OF LAW IN INDIA FOR ANY OFFENCE INVOLVING FRAUD, DISHONESTY AND MORAL TURPITUDE
4	ANNEXURE-D	CERTIFICATE BY CA FOR MSE BIDDERS
5	ANNEXURE-E	PROFORMA FOR SECURITY DEPOSIT BANK GUARANTEE
6	ANNEXURE-F	CONTRACT AGREEMENT FORMAT
7	ANNEXURE-G	THIRD PARTY NON-DISCLOSURE AGREEMENT
8	ANNEXURE-H	TECHNICAL BID FORMAT
9	ANNEXURE-I	INDEMINITY BOND FORMAT



(to be made on Bidder's letter head)

DECLARATION SHEET

I / We hereby certify that, all the information and data furnished by me / us with regard to this Tender are true and complete to the best of my / our knowledge. I / We have gone through the specification, conditions and stipulations in detail and understand fully the scope of work and agree to comply with the requirement and intent of specification.

I/We, further certify that I/We am/are the duly authorized representative(s) of the under mentioned bidder and a valid power of attorney to this effect is also enclosed.

I / We hereby also give our consent in acceptance of all terms and conditions of this tender without any deviation.

Date:

Name & Signature of the bidder

(Seal)



(to be made on Bidder's letter head)

**CERTIFICATE OF DECLARATION CONFIRMING THE KNOWLEDGE OF SITE
CONDITION**

I/We hereby declare and confirm that we have visited the project site under the subject given in NIT and acquired full knowledge and information about the site conditions, wage structure, industrial climate and total work involved. We further confirm that the above information is true and correct and we will not raise any claim of any nature due to lack of knowledge of site condition.

Date:

Name & Signature of the bidder
(Seal)



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ANNEXURE C

(to be made on Bidder's letter head)

TO WHOM SO EVER IT MAY CONCERN

This is to certify that our firm is not blacklisted / under hold from BHEL Jagdishpur or banned by any unit/region/office of BHEL.

This is to certify that we / our firm is not guilty by a Court of Law in India for any offence involving fraud, dishonesty and moral turpitude

Date:

(Signature of Authorized Signatory)



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ANNEXURE D

(Certificate by Chartered Accountant on letter head)

This is to Certify that M/S.
(Hereinafter referred to as 'company') having its registered office at
.....is registered under MSMED Act 2006, (Entrepreneur
Memorandum No (Part-11dated:
Category: (Micro/Small) (Copy enclosed).
Further verified from the Books of Accounts that the investment of the company as on date
as per MSMED Act 2006 is as follows:

I. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.I722(E) dated October 5, 2006 :

Rs.Lacs

2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:

RsLacs

(Strike off whichever is not applicable)

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

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is -----
(dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide 5.0. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name -

Membership number

Seal of Chartered Accountant



PROFORMA FOR SECURITY DEPOSIT BANK GUARANTEE

This deed of Guarantee made thisday of two thousand and by(Bank) herein after called the "The Guarantor" (which expression shall unless repugnant to the context or meaning thereof be deemed to include it's successors and assigns) in favour of M/s Bharat Heavy Electricals Limited (A Govt. of India Undertaking) a company incorporated under the Companies Act, 1956, having it's registered office at BHEL House , Siri Fort, Asiad, New Delhi 110049 through it's unit at Jagdishpur, distt, Sultanpur (UP) herein after called " The Company" (which expression shall unless repugnant to the context or meaning thereof by deemed to include it's successors and assigns)

WHEREAS(herein after referred to as the Contractor)have entered into contract arising out of Letter of Intent no. dt.....(hereinafter referred to as "the contract") for the construction of with the company.

AND WHEREAS the contract interalia provides that the contractor shall furnish to the company a sum of Rs.....(Rupees) towards security deposit for due and faithful performance of the contract in the form and manner specified therein .

AND WHEREAS the contractor has approached the Guarantor and in consideration of the arrangement arrived at between the Contractor and the Guarantor, the Guarantor has agreed to give the Guarantee as hereinafter mentioned in favour of the company.

The Guarantor do hereby guarantee to the company the due and faithful performance, observance or discharge of the Contract by the contractor and further unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of Rs.....(Rupees.....) against any claim by the company on them for any loss , damage, costs, charges and expenses caused to or suffered by the company by reasons of the contractor making any default in the performance, observance or discharge of the terms, conditions, stipulations or undertakings or any of them as contained in the contract.

The decision of the company whether any default has occurred or has been committed by the contractor in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the contract and/ or as to the extent of loss, damage, costs, charges and expenses caused to or suffered by the company by reason of the contractor making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the Guarantor irrespective of the fact whether the contractor admits or denies the default or questions the correctness of any demand made by the company in any Court, Tribunal or Arbitration proceedings or before any other Authority.

The company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the terms and conditions of the contract or extend time of performance by the contractor or to postpone for any time and from time to time any of the powers exercisable by it against the contractor and either enforce or forebear from enforcing any of the terms and conditions governing the contract or securities available to the company and the Guarantor shall not be released from it's liability under these presents by any exercise by the company of the liberty with reference to the matters aforesaid or by reasons of time being given to the contractor or any other forbearance act or commission on the part of the company or any indulgence by the company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so releasing the Guarantor from it's liability under this guarantee.

The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the contract and it's claim satisfied or discharged and till the company certifies that the terms and conditions of the contract have been fully and properly carried out by the contractor accordingly discharges this Guarantee, subject however, that the company shall have no claim under this Guarantee after..... i.e, (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time, as the case may be) unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.

The Guarantor undertakes not to revoke this Guarantee during the period it is in force except with the previous consent of the Company in writing and agrees that any liquidation or winding up or insolvency



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or dissolution or any change in the constitution of the contractor or the Guarantor shall not discharge the Guarantor's liability hereunder.

It shall not be necessary for the company to proceed against the contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them not withstanding any security which the company may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Guarantor hereunder be outstanding or unrealized.

Notwithstanding anything contained herein before, our liability under the Guarantee is restricted to Rs(Rupees.....). Our guarantee shall remain in force un till....., i.e, (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time) unless a claim or demand under this guarantee is made against us on or before.....we shall be discharged from our liabilities under this Guarantee thereafter.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts having jurisdictions at Jagdishpur, Distt. Sultanpur (U.P.) only.

The Guarantor hereby declares that it has power to execute this guarantee and the executants have full powers to do so on behalf of the Guarantor.

IN WITNESS whereof the(Bank) has hereunto set and subscribed it's hand the day, month and year first, above written,

Signed for and on behalf of the Bank

(Signatory...no.....)

WITNESSES:

1 Name and Address

2 Name and Address

Notes:

1. The above BG shall be executed on the non judicial stamp papers of adequate value procured in the name of the bank in the state where the bank is located.
2. The above BG is required to be sent by the executing bank directly to BHEL at the address where tender is submitted/ accepted under seal cover.



CONTRACT AGREEMENT FORMAT

Agreement No:

Date:

The agreement made on between M/s. Bharat Heavy Electricals Limited,, Jagdishpur, Distt Amethi (UP) having its registered office at BHEL House, Siri Fort, New Delhi-110049 (herein after called the contractee) the first party, (hereinafter called the Contractor) the 2nd party. Whereas through its tender enquiry no. and price bid/reverse auction held on, the contractee had called for

And whereas the contractor has submitted his offer in pursuance of said tender notice. And whereas the company has decided to accept contractors tender mentioned above as per the offered rates and conditions specified in offer subject to other terms and conditions specified in the tender enquiry/ proposed agreement and the company's contract hereto.

And whereas the contractor has agreed to enter into specified above at the rates mentioned, subject to the conditions contained hereunder:

01. This agreement shall be valid fromto.....

02. The contractor shall do as per scope of work as given in the tender document.

03. The rate for the aforesaid work shall be

04. For delays beyond the specified schedule given in tender document, if attributable to contractor, penalty shall be applicable as per terms given in NIT. Cost of rejection/rework, as appropriate shall be recovered from contractor as compensation for defective job done- **Agreed.**

05. Contractor will have to deposit Security Money as required in work order issued within seven days after award of work order.

06. Payment shall be made, on the Nos. of Measurement units, successfully executed, by the Contractor. The contractor shall submit their clear & legible bills (in duplicate) on Monthly basis, duly verified by concerned BHEL staff. Each bill must be enclosed with work/ activity completion report duly signed by contractor & and BHEL representative (s).

08. All other terms and conditions shall be as per issued to contractor by the contractee.

The security deposit and any other amount occurring to the contract will be liable for forfeiture in the event of the contractor violating any of the conditions of the contract and will be set against any claim or expenditure incurred by BHEL on account of acts of omission/negligence on the part of the contractor.

Settlement of Disputes/Arbitration- All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached, the dispute shall be settled in accordance with Arbitration and conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of Unit- FSIP, Jagdishpur. The award of the arbitrator shall be final and binding on both the parties. The venue of the arbitration shall be at Amethi. The award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Sultanpur (U.P.), court.

Indemnity- That BHEL-Jagdishpur will not, in any manner be responsible for any act, omission or commission of the workers engaged by contractor and no claim in this respect will lie against BHEL-Jagdishpur. If any such claim is made against BHEL-Jagdishpur by any worker or his heirs engaged/employed by the contractor, which BHEL-Jagdishpur 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-

We hereby accepted above
(signature & seal of bidder)



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Jagdishpur premises or otherwise, the contractor will be liable to indemnify/reimburse BHEL-Jagdishpur all the money paid in addition to the expenses incurred by him. The contractor must indemnify and keep indemnified BHEL- Jagdishpur against all losses and claims for injuries or damage to any person or property whatsoever which may arise of or in course of the operation of the contract and against all claims, demands, proceedings, damages, cost, charges and expenses whatsoever in respect of contingencies depicted herein shall be deemed as expected risk.

In witness where the parties there to have here under signed the agreement.

Witness:

1.Name
Address

2.Name
Address

Signature of the Contractor

Name
Designation

Witness:

1.Name
Address

2.Name
Address

For and on behalf of
Bharat Heavy Electricals Ltd.
FSIP, Jagdishpur



THIRD PARTY NON-DISCLOSURE AGREEMENT

I, _____, on behalf of the _____ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with BHEL on contract is confidential and that the nature of the business of the BHEL is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL. Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.

Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL all documents and property of BHEL, including but not necessarily limited to: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, and are reasonable given the nature of the business carried on by the BHEL. I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at _____ this ____ day of ____ 20__.

Name

Company

Signature



TECHNICAL BID FORMAT

TABLE-I

Sl. No.	Description	Please Fill
1	Name of the Firm (Bidder)	
2	Address of the Firm (Registered Office)	
3	Name of Contact Person	
4	Contact Numbers	
5	Fax No., if any	
6	Email ID	

TABLE-2

Sl. No.	Description	YES / NO	Remarks
1	Earnest Money Deposit (EMD)	NA	EFT Details.....
2	Tender Document Cost, if applicable	NA	EFT Details.....
3	Signed and stamped copy of tender documents		Signed and stamped Copy of all pages (all sections) of BHEL tender documents to be enclosed as a token of acceptance of all terms and conditions of the tender
4	Un-Priced bid (<i>Price bid format without prices</i>)		Signed and stamped copy Blank price bid to be submitted
5	Documents against Qualifying Requirements	NA	Signed and stamped copies of all documents as asked under qualifying criteria of the tender to be enclosed
6	Authorization for signing Tender Documents		Valid copy of power of attorney / authorized signatory to be enclosed as a proof of authorized representative of the firm
7	Signed and stamped copies of all Annexures		Signed and stamped Copies of all Annexures A, B, C & D (D if applicable) to be submitted on firm's letter head
8	PF Code Number		Copy of the Certificate to be enclosed
9	ESI Code Number		Copy of the Certificate to be enclosed
10	PAN Number		Copy of the PAN Card to be enclosed
11	Empanelment certificate issued by DGR		copy of Empanelment certificate issued by DGR to be enclosed
12	GSTN No. & State Code		Copy of the Certificate to be enclosed
13	Validity of Offer		90 days from the date of tender Opening

Please mention "NA" if not applicable.

I / We hereby certify that, all the information and data furnished above with regard to this Tender are true and complete to the best of my / our knowledge.



ANNEXURE-I

INDEMNITY BOND

THIS INDENTURE made this _____ (Date) between M/s _____ (hereinafter called the 'Contractor' which expression shall, where the context or implies, be deemed to include their executors, administrators, legal heirs and assigns) as ONE PART and FSIP Bharat Heavy Electricals Limited (a Government of India Undertaking) company having its registered office at B.H.E.L. House, Siri Fort New Delhi-110049 (hereinafter called 'The Company' which expression shall, where the next so admits or implies, be deemed to include its succession in office and assigns) as the OTHER PART.

WHEREAS by _____ (Work Order No. & Date) issued by the Company which has been accepted by the contractor (hereinafter called "The said agreement") the Contractor has inter alias agreed to execute and perform the work _____ (Description of work).

The Contractor will have to indemnify BHEL against:

- a) All claims for injury or damage to any person or property caused by his negligence of his employees whilst in BHEL premises.
- b) Observance of Labor & Industrial Laws, including regular remittance to EPF and ESI.
- c) All claims by way of compensation and all other types of unforeseen claims, which may arise in the period of contract.
- d) The Contractor will accept liability for compensation in accordance with the provision of the Indian Worker's Compensation Act, 1948, amendments thereafter and or other law for the time being in force for personal injury caused to any workmen by accident arising out of and in the course of this contract.
- e) The Contractor will indemnify the company against all payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the said Acts to any workmen as aforesaid, and any cost incurred by the company in connection with any claim preferred by such workmen and or against all actions, claims and demand whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out or occasioned by the negligent, imperfect or improper performance of this contract by the Contractor, their workmen servants or agents.
- f) The Company shall not be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operation done by the bidder, such loss, damage or compensation shall be reimbursed by the Contractor to the company together with the costs incurred by the company on any legal proceedings pertaining there to.

Witness:

1. _____

2. _____

(Seal & Signed of Contractor)

Date:



Bharat Heavy Electricals Limited
Fabrication, Stamping & Insulator Plant (FSIP) Jagdishpur

SECTION II

SPECIAL TERMS AND CONDITIONS

(The 'Special Terms and Conditions' given hereunder supersede the relevant terms and conditions given in 'General terms and Condition')

1. The Special Terms and Conditions (STC) shall have overriding priority over General Conditions of Contract.
2. **The purpose of security is to provide safety from antisocial elements and to avoid any unlawful activities in factory/township as well as total responsibility to manage law & order situation in Factory/Township.**
3. Deployment of trained security personnel and other working details shall be mutually discussed and finalized. Current deployment will be as follows:

Supervisor	Gun Man	Security/Fire guard	Total
4	26	60	90

Number

of personnel can be changed by the BHEL management during the period of contract.

4. The initial period of contract is 2 years. The contract will commence on the date as applicable against the contract and shall be valid as per the validity period of the contract. The contract can be extended further on mutually agreed terms and conditions as per BHEL policy. It can also be terminated by BHEL with one month notice period to the security agency during the service with no liability or clarification to the contractor/security agency by BHEL.
5. The work is spread in the Factory/Township premises of BHEL FSIP Jagdishpur.
6. 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.
7. The contractor will undertake full responsibility to statutory compliance of Minimum Wages as per DGR guideline. PF, ESI, Bonus, Workman compensation and other claims arising out of engagement of his security staff during the course of operation of the contract. Escalation shall be payable on account of increase in minimum wages from time to time on submission of authentic documentary proof .
8. To take all preventive measures for avoiding fire or any sort of accident. As soon as any fire/accident comes to the notice, immediate action shall be taken for firefighting along with informing building owners, fire office and BHEL authorities without any delay.
9. To man entry points, regulate and check the flow of men, materials etc. and ensure that every Entry/Exit is as per valid documents and keep a record of the same as per procedures of the company. Office premises shall be guarded properly in such a manner that no company property is taken away by unauthorized persons.
10. Patrolling parties will carry out patrolling during in three shifts.
11. All Gunmen will be fully responsible for their Guns and license for the same. No extra charges shall be paid.
12. Uniform and accessories like torches, whistles, cartridges fired etc. during duty, used in the execution of duties will be borne by the agency.
13. The agency has to provide appropriate number of preprinted registers, letterheads, seals, stamps, pens & other stationery items for day to day working and communication. The reports submitted should be on agency's letter head or signed & stamp affixed by authorized signatory of the agency.
14. All guards while on duty during night must be provided with good illumination torches, In case of lapse penalty of up to Rs. 1000/- can be deducted. Torch, cell and cartridges fired will be issued by the contractor.



Bharat Heavy Electricals Limited
Fabrication, Stamping & Insulator Plant (FSIP) Jagdishpur

15. During execution of Factory/Township security effective communication may please be ensured by the agency.
16. 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.
17. The agency can make their own arrangement for the security persons but upon due verification & approval by BHEL management.
18. The workman compensation Act, its implication, licensing and liabilities of minimum wage act will be entirely the responsibility of the contractor.
19. 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 are likely to be deployed for this work and monthly payment shall be made only after verification of attendance & payment of duties to the deployed man power.
20. The rates quoted by the contractor will be inclusive of all taxes and duties (including stamp duties), but excluding GST.
21. Being the work of emergency nature the contractor has to provide suitable arrangement in case any of his worker fails to perform duty due to any reason.
22. Work shall be carried throughout the year without interruption due to any Sunday/holiday, round the clock and contractor has to make suitable arrangement for the same without any extra compensation.
23. 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 Factory /Township.
24. Supervisors must be as per applicability of DGR guideline.
25. Supervisors should be able to handle normal correspondence in Hindi & English both, they should also be able to handle security related emergency situations effectively and guide security staff to take the required actions as the circumstances demand.
26. Security supervisor to provide daily attendance, report and communicate to BHEL. BHEL management reserves the right to make anytime check of security arrangement in Factory/Township premises.
27. **If the situation arise, where the contractor fails to provide security services and BHEL may be required to arrange security services, the same shall be at contractor's risk & cost.**
28. 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.
29. **PRICE VARIATION CLAUSE:** In the event of revision of minimum wages by DGR Government of India notification, the minimum wage rates in the contract will be revised as per the notifications. The applicable rates would be payable by the bidder to the labour and other statutory authorities, as per rules, from the effective dates will be applicable.
30. **BUSINESS/WORK DISTRIBUTION:** The Full quantum of work i.e. 100% shall be placed on L-1 Contractor.
31. **Penalty for delayed performance:**
 - i. For non-deployment of manpower: 2 time's applicable Hourly rate for every hour of absence. Hourly rate shall be calculated as per day rate divided by 8
 - ii. For not wearing of either of uniform or safety gadgets or gloves or Shoes etc. by manpower: Rs. 20/- per day per person. Such deduction shall be based on report of BHEL CSO only.



Bharat Heavy Electricals Limited
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32. **Evaluation:** In case of a tie between two or more lowest bidders, work will be awarded as per DGR rules. In the eventuality of all the DGR sponsored agencies quoting the same rates the contract will be awarded to the senior most sponsored agency as per DGR rule.
33. Bidder has to submit a copy of Empanelment certificate issued by DGR and copy of PAN card along with technical bid (Part-I).
34. **Terms of Payment:**
- I. Payment shall be made, on the Nos. of Measurement units, successfully executed, by the Contractor. The contractor shall submit their clear & legible bills (in Duplicate) on Monthly basis, duly verified by concerned BHEL staff. Each bill must be enclosed with work/ activity completion report duly signed by contractor & and BHEL representative (s).
 - II. All payments shall be released through electronic-pay mode only.
 - III. BHEL shall be releasing payments against the work order after deduction of income tax at source (TDS) as per requirement of income tax rules as well as TDS under GST and BHEL will issue appropriate certificates in this regard.
 - IV. GST, if applicable, shall be paid, as per Govt. rules, to the contractor against running actual, on documentary evidence. The GST shall be paid extra and over the quoted rate.
 - V. All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST). The payment of Tax will be released subject to furnishing details of outward supplies of materials/services to BHEL in the Return. Also, ensure that the existing contracts, which spill over, to the date of implementation of new GST laws are modified accordingly.
 - VI. The GST Credit entry maintained by GSTN to the BHEL Accounts on 'GSTN Common Server' must be ensured by the contractor. In absence of the same or any loss of GST Credit due to the fault contractor, shall be recovered/not payable to the contractor.
 - VII. No interest shall be payable by BHEL on Earnest Money, Security Deposit or on any money due to the firm by BHEL.
 - VIII. Firm shall arrange his own finance for smooth execution of contract, wages payment, other statutory payments to his employees and all other agreed conditions.
 - IX. Normally, payment shall be made within 45 days of receipt of clear and accepted bill at BHEL's execution department. Contractor is required to submit the bill within 30 days from work completion.
 - X. Clarifications from the contractors on bills will be intimated in one go within 07 days of receipt of clear bills, generally. Further, contractors are also required to submit the clarification in one go by next 07 days of receipt of clarification letter from BHEL.
 - XI. Contractors are required to submit the bill within 6 month from work completion, beyond this period, bill will not be accepted.
35. The Full quantum of work i.e. 100% shall be placed on L-1 bidder.
36. 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 become due, the amount of performance security due shall be recovered as per terms defined in NIT / Contract, from the bills along with due interest.
37. **Security Deposit:** The total amount of Security Deposit will be 10% of 1 months wage bill.
38. Bonus is inclusive in monthly wage amount and no reimbursement will be made separately.

39. **ADOPTION OF INTEGRITY PACT**

- (a) 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. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

SI	IEM	Email
1.	Shri Arun Chandra Verma, IPS (Retd.)	acverma1@gmail.com
2.	Shri Virendra Bahadur Singh, IPS (Retd.)	vbsinghips@gmail.com

- (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/three part 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.
- (c) 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 any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

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 department's officials whose contact details are provided below:

Detail of contact person(s):

Name:	1) Pradeep Kumar Yadav	2) Nawajish Saifi Ali
Deptt:	MM-WCC	MM-WCC
Address:	BHEL FSIP Jagdishpur	
Phone (Landline/Mobile)	05361-224224	05361-224107
Email:	pkyadav@bhel.in	nasaifi@bhel.in



Bharat Heavy Electricals Limited

Fabrication, Stamping & Insulator Plant (FSIP) Jagdishpur

40. REFERENCE PRICE BID FORMAT

[Validate](#)
[Print](#)
[Help](#)

Item Rate BoQ

Tender Inviting Authority: Executive Director

Name of Work: Deployment of Security Agency Sponsored by Directorate General of Resettlement (DGR) at FSIP BHEL Jagdishpur

Contract No: Tender enquiry no. TE 2022-23/04

Name of the Bidder/ Bidding Firm/ Company :						
PRICE SCHEDULE Note: G.S.T shall be paid extra as applicable. 1. The basis of offer showing the detailed break-up of wages structure, statutory payment (PF, ESI & bonus etc.) commission, taxes etc. should be submitted along with this bid. Offer is liable to be rejected without this basis. 2. Change in rates offered in "E" column (Sl. No. 1 to 3) due to revision in minimum wages shall be payable extra on submission of authentic documentary proof. 3. Work will be awarded as per DGR rules. 4. All the blank spaces in price bid of the price bid format should be filled by the contractor. If any fixed figure in the price bid format is changed then the bid shall be straightway rejected/ bypassed. 5. If any other addition is made or any condition is added by the bidder in the price bid format then the offer shall be by-passed. 6. Contractor has to comply with payment of minimum wages and other statutory levies as per provision of the respective acts. 7. Bidder to quote the rate per unit per month as per DGR Guidelines						
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT In Words
1	2	4	5	13	53	55
1	Supervisor	4	No.		0.000	INR Zero Only
2	Gunmen	26	No.		0.000	INR Zero Only
3	Security/Fireguards	60	No.		0.000	INR Zero Only
4	Service Charges (on sum of sl. 1 to 3) (Bidder to quote total service charge value in Rs.	1	Rs		0.000	INR Zero Only
Total in Figures					0.000	INR Zero Only
Quoted Rate in Words		INR Zero Only				

We hereby accepted above
(signature & seal of bidder)



41. Techno-commercial Deviation Sheet

TENDER ENQUIRY NO. & DATE:

WORK DESCRIPTION:

DUE DATE OF OPENING:

Mention any deviations from Tender enquiry if any, else mention “No deviation”

We hereby confirm that except for above, there are no other Deviation from all terms and conditions mentioned in Tender documents.

Signature of Authorized

Representative /Bidder

Name:

Designation:

Date:

Name of Organization

Tender No. TE 2022-23/04

Annexure-1

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/ 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 Deployment of Security Agency Sponsored by Directorate General of Resettlement at BIR BHEL (hereinafter referred to as "Contract"). 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 panel of Independent External Monitor(s) (IEMs), 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 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. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during 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 Indian Penal Code (IPC) and Prevention of Corruption 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 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. 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.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

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, terminate the contract, if already awarded, exclude from future business dealings and/ or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above, the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) 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 or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)

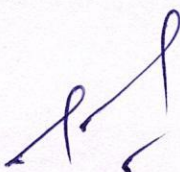
- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity 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 panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 The IEMs are 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 IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs 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 IEMs the option to participate in such meetings.



- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a 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 or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, 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 the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs 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 Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have 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 IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact 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. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, 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 Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact 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 Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

For & On behalf of the Principal
(Office Seal)

For & On behalf of the Bidder/ Contractor
(Office Seal)

Place Jagdishpur
Date 13.05.2022

Witness: [Signature]
(Name & Address) BHEL JAGDISHPUR
13/05/2022

Witness: _____
(Name & Address) _____

Clause on IP in the tender**“Integrity Pact (IP)”**

- (a) 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. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

SI	IEM	Email
1.	Shri Arun Chandra Verma, IPS (Retd.)	acverma1@gmail.com
2.	Shri Virendra Bahadur Singh, IPS (Retd.)	vbsinghips@gmail.com

- (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part 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.
- (c) 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 any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

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's officials whose contact details are provided below:

Details of contact person(s):

(1)

Name: _____

Deptt: _____

Address: _____

Phone: (Landline/ Mobile) _____

Email: _____

Fax: _____

(2)

Name: _____

Deptt: _____

Address: _____

Phone: (Landline/ Mobile) _____

Email: _____

Fax: _____