

BHEL-ELECTRONICS DIVISION, BENGALURU
COMMON CONTRACTING DEPARTMENT
NOTICE INVITING TENDER

1.	Tender Ref No:	BHEL-EDN/ CCD/DGR SECURITY-EDN &ESD/ NIC-05/22-23																								
2.	Tender Type	Limited Tender -Two part (e-Tender)																								
3.	Name of works	SERVICE CONTRACT FOR DEPLOYMENT FOR SECURITY PERSONNEL FOR WATCH AND WARD SERVICES IN VARIOUS PREMISES OF BHEL LOCATED AT BANGALORE FOR TWO YEARS.																								
4.	Location of work	BHEL PREMISES AT BANGALORE																								
5.	Period of contract	Twenty four months from the date of award of contract.																								
7.	Earnest Money Deposit Amount	NIL																								
8.	Contents of Tender Document.	<table><tr><td>A] Part-I Technical Bid</td><td>Pages</td></tr><tr><td>ANNEX-1A (Technical Bid-Qualifying Criteria)</td><td>07</td></tr><tr><td>ANNEX -1B (Scope of Work &Technical Terms and Conditions)</td><td>16</td></tr><tr><td>ANNEX -1C (General Terms & Conditions of Contract)</td><td>11</td></tr><tr><td>ANNEX -1D (Special Terms & Conditions of Contract)</td><td>02</td></tr><tr><td>ANNEX - A (No Deviation Certificate)</td><td>01</td></tr><tr><td>ANNEX - B (Declaration)</td><td>01</td></tr><tr><td>ANNEX - C (SD payment Instruction E-COLLECT)</td><td>01</td></tr><tr><td>ANNEX - D (EFT Format)</td><td>04</td></tr><tr><td>ANNEX - E (Integrity Pact)</td><td>01</td></tr><tr><td>B] Part- II Price Bid</td><td>Pages</td></tr><tr><td>ANNEX –II (Price bid)(For Reference only)</td><td>01</td></tr></table>	A] Part-I Technical Bid	Pages	ANNEX-1A (Technical Bid-Qualifying Criteria)	07	ANNEX -1B (Scope of Work &Technical Terms and Conditions)	16	ANNEX -1C (General Terms & Conditions of Contract)	11	ANNEX -1D (Special Terms & Conditions of Contract)	02	ANNEX - A (No Deviation Certificate)	01	ANNEX - B (Declaration)	01	ANNEX - C (SD payment Instruction E-COLLECT)	01	ANNEX - D (EFT Format)	04	ANNEX - E (Integrity Pact)	01	B] Part- II Price Bid	Pages	ANNEX –II (Price bid)(For Reference only)	01
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9.	Submission of offer	To be submitted electronically by logging to e-Procurement portal https://eprocurebhel.co.in/nicgep/app																								
10.	Due date and time for submission of offer	17.08.2022/ 15:00 Hr.																								
11.	Due date and time for opening of Technical bid	17.08.2022/ 15:30 Hr.																								
12.	Contact details for queries related to tender	Shri. Satya Prakash, Manager / CCD, BHEL-EDN, Bengaluru. Contact No:080 2699 8040 / 7598217987; e-mail: ccd.edn@bhel.in ;																								
13.	Address of Tender Inviting Authority	Shri. Vishal Singh, DGM/ CCD Common Contracting Department (CCD) 2 nd Floor, New Engineering Building BHEL-Electronics Division, Mysore Road Bengaluru-560026																								

ANNEXURE-1A

PART-I (TECHNO COMMERCIAL BID)**INSTRUCTIONS TO THE TENDERER**

- The bidder shall submit the bid online by logging in to user account of bidder on e-procurement portal of BHEL as specified in NIT. Offer submitted by any other mode is not acceptable.
- The bidder has to upload the scanned copy of all the mentioned original documents (in colour) during online bid-submission. It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder in their computer before starting online submission.
- Bidder shall ensure that the total size of the scanned documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.
- The tender documents must be signed digitally / physically by Partner/ Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned for having accepted the conditions and upload in e-procurement portal. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the offer.
- Bidder are advised not to wait till the last minutes or last few seconds w.r.t tender closing time to submit their offer to avoid complications related with internet connectivity / network problem/ power failure etc.
- Tenderer should arrange for the EMD as specified in the tender. EMD should be submitted as per Part-I(A)/Prequalification Bid/EMD (including EMD waiver, if any).
- In case EMD is paid through offline payment mode, the original should be posted/couriered/given in person in a sealed cover super scribing 'Tender number/date/Part-I(A)/EMD' to the Tender Inviting Authority, within the bid submission date and time for the tender.
- Techno-commercial bid will be considered only, if the Part-I(A)/Prequalification Bid/EMD is valid. EMD in any other form or tender without EMD will be summarily rejected.
- In case of offline payments, the hardcopies of Earnest Money Deposit (EMD) document/ DD submitted to CCD/BHEL-EDN, Bengaluru and the soft-copies uploaded at the time of online bid submission should be the same, otherwise the tender will be summarily rejected.
- Any deviation to this tender terms & conditions, and schedules of this tender will lead to rejection of the offer.
- Tenderer who have been suspended or black listed or issued with "Show Cause Notice" by **BHEL-EDN, Bengaluru** or any other unit of BHEL or GOI will not be allowed to participate in the tender and bidder should declare the same in the tender. Even during the course of evaluation/ finalization of tender if it is found that the tenderer is black listed/ barred from business transaction/ under business hold, BHEL will not consider them for further participation in the tender.
- Should a tenderer find discrepancies or omissions in the tender documents, or should there be any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time. No extension of time shall be given for submission of the tender on any account.
- Rates should be quoted as per the Work / Rate schedule (Price bid/Part -II). Rates quoted in any other form will not be accepted and will be rejected.
- If a tenderer deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, the BHEL will reject such offer at any stage.
- Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable for rejection.
- Should a Tenderer's or a Contractor's or in the case of a firm or company of contractors/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the tenders shall be informed in writing of this fact at the time of submission of the tender, failing which the tender may be disqualified, or if such fact subsequently comes to light, the contract may be cancelled.
- The tender schedule, and the tender shall be deemed to form an integral part of the contract to be entered into for this work.

- BHEL reserves the right to cancel the tender at any stage without assigning any reason.
- **Before submission of offer, the Tenderer is advised to inspect the site of work and its environment and be well acquainted with the actual working and other prevailing conditions including various best practices adopted by BHEL with respect to position of the materials and labor.**

Check list for submission of offer

Bidder shall submit the offer in two parts as Part-I (Techno-commercial Bid) and Part-II (Price Bid) Part –I (Techno commercial bid) shall contain following documents: a) Pre-qualification related documents b) Signed Tender document. The documents to be contained in Techno commercial bid are as follows: a) Pre-qualification related documents to meet Technical Competency and Statutory registration criteria. b) Signed Tender document and duly filled and signed ANNEXURES (As applicable) for unconditional acceptance to tender Scope of work and Terms & Conditions. Part-II (Price Bid) comprises of single cover a) Price bid Cover Price bid cover shall contain rates quoted as per price bid format available in e-Procurement portal.		
Sl. No	Description	Remarks
1	Check list for Part-I: Techno Commercial Bid (Pre-Qualification related documents)	
1.1	Documentary evidence in support of Organization / Firm Registration as registered / licensed companies / firms / proprietors / partnerships Duly signed and sealed copy of 1) Trade License / GST registration / Auditor's letter / PAN or 2) Partnership Deed Copy of Extract from Register of Firms showing latest constitution of Firm (Form A /G/any other form as the case may be) Trade License / GST Certificate and PAN or 3) Partnership Deed, Notarised Declaration as to the constitution of Firm signed by all the Partners and Trade License , GST Certificate and PAN or 4) Certificate of Incorporation / Memorandum of Association & Articles of Association	1.Applicable Document ☐ Uploaded / ☐ Not uploaded

1.2	Documentary evidence to meet Technical Competency Criteria 1) Duly signed and sealed copy of DGR Sponsorship Letter 2) Duly signed and sealed copy of PSARA License 3) Copy of PAN and GST	1. DGR sponsorship letter ☐ uploaded / ☐ Not uploaded 2. PSARA License ☐ uploaded / ☐ Not uploaded 2. PAN & GST Registration ☐ uploaded / ☐ Not uploaded
2	Check list for Part-I: Techno commercial Bid (Tender Scope and Terms & conditions related document)	
2.1	Documentary evidence for unconditional acceptance to Tender Scope of work and Terms & Conditions. Duly filled, signed and Sealed copy of - Complete Tender Document. "No Deviation Certificate" as per ANNEXURE-A in letter head. "Declaration" as per ANNEXURE -B in letter head. "Integrity Pact" as per ANNEXURE -B	1. Duly filled and Signed "Tender Document" ☐ uploaded / ☐ Not uploaded 2. Duly filled and Signed "Declaration" ☐ uploaded / ☐ Not uploaded 3. Duly filled and Signed "No Deviation Certificate" ☐ uploaded / ☐ Not uploaded 4. Duly filled and Signed "Integrity Pact" ☐ uploaded / ☐ Not uploaded
3	Rates quoted as per Price bid format available on NIC portal.	☐ Quoted as per tender format ☐ Not Quoted as per tender format.
4	All the information and relevant documents as asked in tender.	☐ Provided / ☐ Not Provided
Bidders are kindly requested to submit their offer as follows - Documents pertaining to each cover shall be uploaded as single pdf containing all relevant documents as stated above. - No additional documents other than above shall be uploaded as no weightage or preference will be given for additional documents.		

ANNEXURE-1A**PART-I (TECHNO COMMERCIAL BID)****A: (Bidders Profile)**

1.	Name of the Enterprise/ Company/ Firm.	
2.	Name of Directors / Partners / proprietor of Enterprise/ Company/ Firm	
3.	Registered Address of Enterprise/ Company/ Firm	
4.	Contact Details: Landline /Mobile number:	
5.	E-mail Address for communication w.r.t tender	E-mail ID:
6.	Name and Contact details of person for communication related to Tender	Name: Mobile No:
8.	Status of Firm as MSME / Start up recognized by DPIIT	☐ Micro ☐ Small ☐ Medium ☐ Start-up recognized by DPIIT ☐ None of the above (Supporting document to be enclosed)
9.	BHEL Vendor Code (If any)	

B: Pre- qualification Criteria: Technical competency & financial soundness

B.1	ORGANIZATION / FIRM REGISTRATION	
	Registered / licensed companies / firms / proprietors / partnerships are eligible for participating in this Tendering Process. Wherever "Companies Act 2013" is applicable the Company shall be registered in line with "Companies Act 2013".	
	Organization / Firm Business Entity	☐ Sole proprietorship / ☐ Partnership ☐ Private Limited Company / ☐ Public Limited Company ☐ Public Sector / ☐ Govt. Org / ☐ Others (Pl. Specify (Supporting document to be enclosed)
	Details of Organization / Firm Registration	Registration Details :
1	The details of the registration Documents to be submitted are below:	
	1	Sole Proprietorship Trade License / GST registration / Auditor's letter / PAN
	2	Partnership Partnership Deed Copy of Extract from Register of Firms showing latest constitution of Firm (Form A /G/any other form as the case may be) , Trade License / GST Certificate and PAN
	3	Unregistered Partnership Partnership Deed, Notarized Declaration as to the constitution of Firm signed by all the Partners and Trade License , GST Certificate and PAN
	4	Private Limited Company Certificate of Incorporation / Memorandum of Association & Articles of Association
	5	Public Limited Company Certificate of Incorporation / Memorandum of Association & Articles of Association
	6	Public Sector / Govt. org. Certificate of Incorporation / Memorandum of Association & Articles of Association

B.2	DGR SPONSORSHIP:		
	Bidder shall be sponsored by DGR for providing security and allied services at Bengaluru, Karnataka Documents to be submitted: A self-attested copy of DGR sponsorship letter shall be submitted along with the tender.		
B.3	PASARA LICENSE		
	Bidder shall have valid license from Karnataka government / competent authority for carrying out the security services in Karnataka, under the registration of private security agency (Regulation) Act 2005 (PSARA). Documents to be submitted: A self-attested copy of valid PSARA License shall be submitted along with the tender.		
B.4	PAN AND GST REGISTRAION		
	Bidder shall have GST and Pan registration		
B.4.1	Permanent Account Number (PAN)		☐ Enclosed / ☐ Not Enclosed
B.4.2	Goods and Services Tax Registration (GST)		☐ Enclosed / ☐ Not Enclosed
<i>Duly filled copy of the above along with supporting document to be uploaded in e-procurement portal.</i>			

C: Pre- qualification Criteria: Statutory requirements & acceptance to tender terms & conditions

C.1	ACCEPTANCE TO TENDER TERMS AND CONDITIONS	
	The bidder shall unconditionally accept all terms and conditions of tender.	
C.1.1	Details of documents submitted by Bidder	
C.1.1	Duly filled, Signed and sealed copy of Tender document.	☐ Enclosed / ☐ Not enclosed
C.1.2	Duly signed and Sealed copy of "No Deviation Certificate" as per ANNEXURE-A	☐ Enclosed / ☐ Not enclosed

C.1.3	Duly signed and Sealed copy of "Declaration" as per enclosed ANNEXURE-B	☐ Enclosed / ☐ Not enclosed
C.1.4	Duly signed and Sealed copy of "Integrity Pact" as per enclosed ANNEXURE-C	
D.2	Applicable GST % against the scope of work	_____ % GST (Vendor to confirm)
<i>Duly filled copy of the above along with supporting document to be uploaded in e-procurement portal.</i>		

ANNEXURE-IB**PART-I (TECHNO COMMERCIAL BID)****SCOPE OF WORK AND TECHNICAL TERMS & CONDITIONS****A. BILL OF QUANTITY**

SL NO	DESCRIPTION	UOM	QTY
A	DEPLOYMENT FOR SECURITY PERSONNEL FOR WATCH AND WARD SERVICES IN VARIOUS PREMISES OF BHEL LOCATED AT BANGALORE FOR TWO YEARS.		
A.1	Deployment of Security Guards without Arms (Skilled) as per plan,	Man-day	55,173
A.2	Deployment of Security Guards Gunman with Arms)(Highly Skilled) as per plan.	Man-day	4386
A.3	Deployment of Security Supervisor (Highly Skilled) as per plan.	Man-day	7041
A.4	Service charge (% of amount payable towards wage) for supply of Security personnel at BHEL Premises at Bengaluru	AU	1

B. SCOPE OF WORK, CONTRACT PERIOD AND TERMS & CONDITIONS OF CONTRACT

1.0	<u>NAME OF THE WORK</u>		
	DEPLOYMENT OF SECURITY PERSONNEL FOR “WATCH AND WARD SERVICES IN VARIOUS PREMISES OF BHEL LOCATED IN BANGALORE”		
2.0	<u>SCOPE OF WORK</u>		
2.1	The scope of work of watch and ward services shall include:		
2.1.1	Round the clock protection of the assets and work force of BHEL by deploying security personnel i.e. Security Guards Without Arms (Skilled), Security Guards Gunman with Arms (Highly-Skilled Worker) and Security Supervisor (Highly Skilled) on eight-hour duty basis, up to three shifts per post and General Shift in various premises within the geographical jurisdiction of Bangalore and Bangalore Urban Districts: -		
	SL NO.	NAME OF PREMISES	LOCATION ADDRESS
	(i)	EDN-FACTORY	Bharat Heavy Electricals Limited Electronics Division Mysore Road Near Mysore Road Metro Deepanjali, Muthachari Industrial Estate, Bengaluru, Karnataka 560026
	(ii)	EDN-TOWNSHIP	BHEL EDN Township 1 st Main Road, Govindaraja Nagar Ward, Widia Layout, Attiguppe, Bengaluru, Karnataka 560040
	(iii)	ESD-FACTORY	Bharat Heavy Electricals Limited Electronic System Division Plot no. 98, 1 st Main Road, Electronics City Phase 1, Electronic City, Bengaluru, Karnataka 560100
2.1.2	To prevent theft, burglary, trespassing and presumption of any untoward incidents etc. in and around BHEL owned premises, vital installations and any other areas in the interest of BHEL in Bangalore.		
2.1.3	Handling and maintenance of security gadgets, if any.		
2.1.4	Providing and ensuring use of Personnel Protective Equipment (PPE), liveries and all other materials required for the purpose.		
2.1.5	Checking all the incoming and outgoing vehicles, vendors, regular workers, visitors, agencies, contract workers, trainees, materials etc. and maintaining records thereof.		
2.1.6	Providing assistance in case of strikes, riots and Labour unrest, emergencies, community functions, sports & games, protection to employees of BHEL and its property in the event of theft, wilful damages and sabotages etc.		
2.1.7	Complying with the formalities required under the Law and lodging FIR with the Police in case of loss of any item by theft or pilferage.		
2.1.8	Regulation of authorized entries and restriction of unauthorized entries (personnel & vehicle), issuing Identity Cards / access cards to contract personnel, vendors, visitors, trainees etc.		
2.1.9	Collecting intelligence information and taking appropriate steps to prevent untoward incidents and informing the management promptly about it.		
2.1.10	Implementation of traffic rules / safety & environment rules / protecting trees etc. from falling in BHEL premises.		
2.1.11	Maintaining and keeping of records related to the scope of work as per requirement / instructions of Officer In-charge of BHEL or Chief Security Officer.		

2.1.12	Checking of Railway Receipt (RR) / Lorry Receipt (LR) - <i>Bilti</i> /Goods Receipt (GR) /Delivery Challan / Lorry Advice Slip (LAS), e-Way Bills, Material Receipt Certificate (MRC) and Store Receipt Voucher (SRV) while consignment is being unloaded in BHEL Material Stores / Yards and Requisition cum Issue Voucher (RIV) and Gate Passes while materials being issued.					
2.1.13	Providing Services of additional security personnel during emergency, if required.					
2.1.14	Deployment of necessary security personnel including supervisor(s).					
2.1.15	Round the clock deployment of industrially intelligent professional and watch & ward staff to protect company’s assets and employees.					
2.1.16	Collecting intelligence information in advance to take adequate precautions for prevention.					
2.1.17	Surveillance and monitoring of CCTV and handling of electronic gate access devices or any other devices and gadgets (if inducted).					
2.1.18	Any other job assigned by BHEL for safety and security of company’s asset and workforce (within the city).					
2.1.19	Hoisting and lowering of National /BHEL FLAG as per the scheduled Dawn and Dusk time					
3.0	Deployment of Security Personnel / Manpower Requirement :					
3.1	Vital installations / Security Posts for smooth functioning and discharging the scope of work will be decided by Chief Security Officer in consultation with the Officer In charge.					
3.2	Tentative Deployment plan of Security Guards and Security Supervisors will as per followings:					
	Para no.		Name of Premise			
	3.2.1 to 3.2.3		EDN-FACTORY			
	3.2.4 to 3.2.6		EDN TOWNSHIP			
	3.2.7 to 3.2.9		ESD-FACTORY			
3.2.1	Tentative Deployment plan of Security Guards without Arms (Skilled) at EDN FACTORY :					
	Post no.	NAME OF THE POST/VITAL INSTALLATION	GENERAL SHIFT (7:30 to 16:45 Hrs)	A SHIFT (06:00 HRS TO 14:00 HRS)	B SHIFT (14:00 HRS TO 22:00 HRS)	C SHIFT (22:00 HRS TO 06:00 HRS)
	EDN-1	CONTROL ROOM/PATROLLING	0	5	3	5
	EDN-2	MAIN GATE - 1	0	1	1	1
	EDN-3	MAIN GATE - 2	0	1	1	1
	EDN-4	CHECK GATE-1	0	1	1	0
	EDN-5	CHECK GATE-2	0	3	1	1
	EDN-6	CHECK GATE-3	0	1	1	0
	EDN-7	MATERIAL GATE	0	2	2	0
	EDN-8	SHIPPING YARD	0	1	1	0
	EDN-9	GOODS INWARD STORE	0	1	1	0
	EDN-10	CC TV ROOM	0	1	1	0
	EDN-11	OFFICE OF HOU	0	1	1	0
	TOTAL		0	18	14	8
	3.2.2	Tentative Deployment plan of Security Guards Gunman with Arms (Highly-Skilled) at EDN FACTORY :				

	Post no.	NAME OF THE POST/ VITAL INSTALLTION	GENERAL SHIFT (7:30 to 16:45 Hrs	A SHIFT (06:00 HRS TO 14:00 HRS)	B SHIFT (14:00 HRS TO 22:00 HRS)	C SHIFT (22:00 HRS TO 06:00 HRS)
	EDN-1	CONTROL ROOM/PATROLLING	0	0	0	0
	EDN-2	MAIN GATE - 1	0	1	1	1
	EDN-3	MAIN GATE - 2	0	1	1	1
	EDN-4	CHECK GATE-1	0	0	0	0
	EDN-5	CHECK GATE-2	0	0	0	0
	EDN-6	CHECK GATE-3	0	0	0	0
	EDN-7	MATERIAL GATE	0	0	0	0
	EDN-8	SHIPPING YARD	0	0	0	0
	EDN-9	GOODS INWARD STORE	0	0	0	0
	EDN-10	CC TV ROOM	0	0	0	0
	EDN-11	OFFICE OF HOU	0	0	0	0
		TOTAL	0	2	2	2
3.2.3	Tentative Deployment plan of Security Supervisors (Highly Skilled) at EDN FACTORY :					
	Post no.	NAME OF THE POST/ VITAL INSTALLTION	GENERAL SHIFT (7:30 to 16:45 Hrs	A SHIFT (06:00 HRS TO 14:00 HRS)	B SHIFT (14:00 HRS TO 22:00 HRS)	C SHIFT (22:00 HRS TO 06:00 HRS)
	EDN-1	CONTROL ROOM/PATROLLING	0	1	1	1
	EDN-2	MAIN GATE - 1	0	0	0	0
	EDN-3	MAIN GATE - 2	0	0	0	0
	EDN-4	CHECK GATE-1	0	0	0	0
	EDN-5	CHECK GATE-2	0	0	0	0
	EDN-6	CHECK GATE-3	0	0	0	0
	EDN-7	MATERIAL GATE	1	0	0	0
	EDN-8	SHIPPING YARD	0	0	0	0
	EDN-9	GOODS INWARD STORE	0	0	0	0
	EDN-10	CC TV ROOM	0	0	0	0
	EDN-11	OFFICE OF HOU	0	0	0	0
		TOTAL	1	1	1	1
3.2.4	Tentative Deployment plan of Security Guards without Arms (Skilled) at EDN TOWNSHIP :					
	Post no.	NAME OF THE POST/ VITAL INSTALLTION	GENERAL SHIFT (7:30 to	A SHIFT (06:00 HRS TO 14:00	B SHIFT (14:00 HRS TO 22:00	C SHIFT (22:00 HRS TO 06:00

			16:45 Hrs	HRS)	HRS)	HRS)
	EDN-12	TOWNSHIP FRONT GATE 1	0	2	2	2
	EDN-13	TOWNSHIP REAR GATE - 2	0	1	1	1
	EDN-14	RESIDENCE OF HOU	0	1	1	1
	EDN-15	GUEST HOUSE	0	1	1	1
	EDN-16	ENGINEERS' HOSTEL	0	1	1	1
	EDN-17	CAR GARRAGE	0	1	1	1
		Total	0	7	7	7
3.2.5	Tentative Deployment plan of Security Guards Gunman with Arms (Highly Skilled) at EDN TOWNSHIP :					
	Post no.	NAME OF THE POST/ VITAL INSTALLTION	GENERAL SHIFT (7:30 to 16:45 Hrs	A SHIFT (06:00 HRS TO 14:00 HRS)	B SHIFT (14:00 HRS TO 22:00 HRS)	C SHIFT (22:00 HRS TO 06:00 HRS)
	EDN-12	TOWNSHIP FRONT GATE 1	0	0	0	0
	EDN-13	TOWNSHIP REAR GATE - 2	0	0	0	0
	EDN-14	RESIDENCE OF HOU	0	0	0	0
	EDN-15	GUEST HOUSE	0	0	0	0
	EDN-16	ENGINEERS' HOSTEL	0	0	0	0
	EDN-17	CAR GARRAGE	0	0	0	0
		TOTAL	0	0	0	0
3.2.6	Tentative Deployment plan of Security Supervisors (Highly Skilled) at EDN TOWNSHIP :					
	Post no.	NAME OF THE POST/ VITAL INSTALLTION	GENERAL SHIFT (7:30 to 16:45 Hrs	A SHIFT (05:30 HRS TO 13:30 HRS)	B SHIFT (13:30 HRS TO 21:30 HRS)	C SHIFT (21:30 HRS TO 05:30 HRS)
	EDN-12	TOWNSHIP FRONT GATE 1	0	1	1	1
	EDN-13	TOWNSHIP REAR GATE - 2	0	0	0	0
	EDN-14	RESIDENCE OF HOU	0	0	0	0
	EDN-15	GUEST HOUSE	0	0	0	0
	EDN-16	ENGINEERS' HOSTEL	0	0	0	0
	EDN-17	CAR GARRAGE	0	0	0	0
		TOTAL	0	1	1	1
3.2.7	Tentative Deployment plan of Security Guards without Arms (Skilled) at ESD FACTORY					
	Post no.	NAME OF THE POST/	GENERAL	A SHIFT	B SHIFT	C SHIFT

		VITAL INSTALLTION	SHIFT (7:30 to 16:45 Hrs	(06:00 HRS TO 14:00 HRS)	(14:00 HRS TO 22:00 HRS)	(22:00 HRS TO 06:00 HRS)
	EDN-18	MAIN GATE - 1 / MATERIAL GATE	2	1	1	1
	EDN-19	MAIN GATE - 2	0	1	1	1
	EDN-20	GATE -3 / MATERIAL GATE*	0	2	2	2
	EDN-21	CONTROL ROOM/PATROLLING	0	2	2	2
	EDN-22	FRISKING AT RECEPTION **	2	0	0	0
		TOTAL	4	6	6	6
3.2.8	Tentative Deployment plan of Security Guards Gunman with Arms (Highly-Skilled) at ESD FACTORY :					
	Post no.	NAME OF THE POST/ VITAL INSTALLTION	GENERAL SHIFT (7:30 to 16:45 Hrs	A SHIFT (06:00 HRS TO 14:00 HRS)	B SHIFT (14:00 HRS TO 22:00 HRS)	C SHIFT (22:00 HRS TO 06:00 HRS)
	EDN-18	MAIN GATE - 1 / MATERIAL GATE	0	0	0	0
	EDN-19	MAIN GATE - 2	0	0	0	0
	EDN-20	GATE -3 / MATERIAL GATE*	0	0	0	0
	EDN-21	CONTROL ROOM/PATROLLING	0	0	0	0
	EDN-22	FRISKING AT RECEPTION **	0	0	0	0
		TOTAL	0	0	0	0
3.2.9	Tentative Deployment plan of Security Supervisors (Highly Skilled) at ESD FACTORY :					
	Post no.	NAME OF THE POST/ VITAL INSTALLTION	GENERAL SHIFT (7:30 to 16:45 Hrs	A SHIFT (06:00 HRS TO 14:00 HRS)	B SHIFT (14:00 HRS TO 22:00 HRS)	C SHIFT (22:00 HRS TO 06:00 HRS)
	EDN-18	MAIN GATE - 1 / MATERIAL GATE	0	0	0	0
	EDN-19	MAIN GATE - 2	0	0	0	0
	EDN-20	GATE -3 / MATERIAL GATE*	1	0	0	0
	EDN-21	CONTROL ROOM/PATROLLING	0	1	1	1
	EDN-22	FRISKING AT RECEPTION **	0	0	0	0

		TOTAL	1	1	1	1
3.2.10	The above strength /deployment plan is for the peak period and there will be lesser no's of posts at any time of requirement shall be reviewed by BHEL taking into account the changed conditions from time to time. However, the variation is subject to approval of the Competent Authority of BHEL. Payment shall be made on 15prorate basis depending on the actual deployment of personnel on duty.					
3.2.11	The estimated Man-days during the contract period is as under: (i) Security Supervisors (Highly Skilled) : 7041 Mandays (ii) Security Guards Gunman with Arms (Highly-Skilled) : 4386 Mandays (iii) Security Guards without Arms (Skilled) : 55173 Mandays					
3.2.12	The Bidder shall seek consent of Officer in charge/Chief Security Officer of BHEL before deployment of Security Personnel in BHEL. The Officer In charge / Chief Security Officer of BHEL will have right to assess suitability of the Security Personnel proposed to be deployed under the contract and will also have right to seek replacement of any Security Personnel with the reasonable cause.					
3.3	The requirement of women Security Guards without Arms will be notified to the successful bidder after award of work based on actual requirement to carry out work under the scope of the contract.					
3.4	However, Bidder's scope is not only to provide manpower but also to discharge all requirements as per scope of the contract.					
3.5	ELIGIBILITY OF THE SECURITY PERSONNEL					
3.6.1	The Bidder shall not employ or engage a person as a Supervisor or a Security Guard unless he fulfils the conditions specified in The Private Security Agencies (Regulation) Act, 2005 and as per that State PSARA/ Rules.					
3.6.2	Height: 160 cm (Relaxation of 5 cm in case of Scheduled tribe) Chest: 80 cm with an expansion of 4 cm Weight: As per Standard table of height & weight Normal vision: 6/6 standard					
3.6.3	Security personnel should be free from Knock Knee and Flat foot, free from any hearing defect, colour blindness, hypertension and also free from any contagious disease.					
3.6.4	Age of Security Personnel: - 18 Years to 65 Years.					
3.6.5	All the employees engaged by the Bidder must obtain health certificate in the prescribed format at their own cost from any Medical practitioner/Officer that they are free from all contagious diseases & have good health standard to perform the duty.					
3.7	The educational qualification of the Security Supervisor should be preferably not less than 10+2 standard. It is desirable that Security Supervisor should be able to Speak, Read and Write Hindi, English and Language of the State i.e. Kannada					
3.8	The security personnel engaged by the Bidder should not be under influence of liquor and other addiction while on duty.					
3.9	No security personnel shall be allowed to perform their duty with improper uniform, Safety Shoes and Helmet at Shop floor.					
3.10	The Bidder will have to reshuffle its personnel periodically to obviate collusion on receipt of complaint from BHEL.					
3.11	If any security person is disobedient or mischievous, the Bidder will replace the said security personnel immediately.					
3.12	Security Guards on Leave or absent for any unforeseen reason, replacement to be made at once by Bidder without hampering the duty. No extra payment would be made by BHEL.					

3.13	The Bidder shall ensure the Security Personnel deployed are his own employees and they are not borrowed from other Bidder on deputation or attachment. Bidder shall, therefore, furnish a certificate to this effect including a copy of appointment letters issued to them.
3.14	The Bidder shall be fully responsible for his workers / personnel with regards to terms of employment and non-employment of service. BHEL shall not be held responsible in any manner whatsoever in respect of workers engaged by the Bidder for carrying out the job at premises of BHEL in the state of Karnataka or any other State(s).
3.15	The Bidder shall furnish a copy of list of workers proposed to be deploy under the contract with details like name, father's name, date of Birth, educational qualification, two identifying body marks, full residential address (present and permanent), experience, one passport size photograph, PF No. with UAN No. and ESI Number. The Bidder may also be required to submit Police verification or antecedents certificate in respect of persons proposed to be deployed under the contract.
4.0	Other Terms and Conditions :
4.1	Bidder shall organize regular PT, Drill, Parade and Roll Call of security personnel at least twice a week deployed at BHEL premises to improve discipline and maintain their fitness. A trainer for this purpose to be deputed by the agency on regular interval for conducting training and performance / fitness test of security personnel and a report sheet to the effect is submitted to BHEL.
4.2	National Flag /BHEL Flag Hoisting/ Lowering: In the BHEL Premises, National / BHEL flag is being hoisted from Dawn to Dusk every day. Bidder should ensure the hoisting and lowering of National / BHEL FLAG as per the scheduled time. Month wise Dawn and Dusk timing should be provided by the Bidder in consultation with BHEL.
4.3	The Bidder shall ensure optimum participation of his security personnel in the FLAG HOISTING ceremony on 1 st January (BHEL Day), 26 th January (Republic Day) and 15 th August (Independence Day) or any other official occasions at BHEL premises.
4.6	BHEL shall not take any liability for any claim by any security personnel to be absorbed or regularized in the services of the Company. It is reiterated that there is no employer-employee relationship either with the Bidder or with Bidder's employees or with the Bidder's organization. This is a contract and BHEL have no connection directly or indirectly or even remotely with Bidder's employees or with Bidder's organization. This is only a business transaction.
4.7	If any loss or theft occurs due to negligence of duty of the security personnel authenticated by a joint enquiry, the Bidder will compensate the loss.
4.8	<u>SUPERVISION OF THE CONTRACT</u>
4.8.1	The Bidder shall engage experienced Security Supervisor(s) (Highly Skilled) as per deployment plan as indicated in clause 3.2.3, 3.2.6 & 3.2.9 . They should be able to take all decisions regarding deployment of staffs, liaison with law and order authorities, effective control over theft and burglary inside the BHEL factories, Township and Field Hostel / Residential complex and all other properties of BHEL. The Security Supervisor(s) should be well connected through mobile phone.
4.8.2	Apart from supervision of work of Security Guards and Patrolling, the Bidder's Security Supervisors are required to look after routine administrative functions of the Bidder such as duty deployment, submission of post wise daily attendance statement, bill processing, coordination with BHEL and other outside agencies and for discharging required administrative assignments as desired by the BHEL from time to time.
4.8.3	The Bidder shall take all necessary safety precautions for his workmen working during any hour of the day and shall be responsible for any first aid / emergency treatment for his employees / workmen.
4.8.4	In the event of any damage occurring to any work / property of BHEL on account of malicious act due to negligence on part of the Bidder / their worker, the Bidder shall reconstruct / repair and make

	good any such damaged work at their own cost to the full satisfaction of the Officer-in-charge.
4.8.5	The Bidder shall be held responsible for any loss to BHEL property due to negligence in duty by the security personnel authenticated by a joint enquiry. The cost of materials shall be held up / recovered from running bill of the bidder, if found necessary.
4.9	<u>HEALTH, SAFETY AND ENVIRONMENT:</u>
4.9.1	The Bidder will ensure that the security personnel do not indulge in any unsafe and hazardous practice. They will ensure that his labor uses safety equipment such as shoes, goggles, masks etc. where use of such equipment is required in day-to-day operations. They will ensure that safety measures as recommended and stipulated in the Safety Rules of BHEL are strictly followed. Also general guidelines to protect environment shall be strictly adhered to. The Bidder must obtain health certificate of security personnel at his own cost from any registered Medical Practitioner / Officer that they are free from all contagious diseases and have good health standard to perform their duties.
4.10	<u>WORKMEN COMPENSATION:</u>
4.10.1	The Bidder shall ensure all his employee through ESI policy for discharge of this liability and submit a copy thereof to BHEL. If the area is not covered under ESI, suitable Workman Policy /Group Accidental Policy should be obtained and submit a copy thereof to BHEL.
4.11	<u>EMPLOYMENT OF PERSONS ENGAGED UNDER THE CONTRACT:</u>
4.11.1	The Bidder will employ such persons for discharging the obligations under the contract, who have educational qualifications, age (18 years to 65 years), experience and medical standards as per mutually agreed specifications. The Bidder will employ required number of competent and qualified supervisors to supervise and control his personnel, to take attendance of his employee, to disburse wages and to do such things as are necessary to maintain discipline among his staffs. The Bidder will have the sole discretion to decide on engaging, rewarding or terminating the services of his workmen.
4.11.2	The Bidder will comply with the provisions of relevant Acts and rules in respect of Working hours, Holidays, Rest, intervals, spread over, Leave and Over-time for his employee. All payments, as due and admissible under the law in this respect will be his sole responsibility.
4.11.3	The Bidder shall provide full particulars of each employee employed by him from time to time in a Performa to be provided to him by BHEL. The Bidder shall endorse a copy of all returns furnished by him to the Labor Department under the Contract Labor (Regulation and Abolition) Act and other Labor Laws through shramsuvidha portal or other similar portal of appropriate government.
5.0	<u>FACILITIES TO BE PROVIDED BY THE BIDDER TO THE SECURITY PERSONNEL AT HIS OWN COST:</u>
5.1	Uniform consisting of minimum two pants, two shirts, Belt, Cap, Whistle, Rain Coat (in Rainy season), Woollen Pull over (in Winter season), Safety Shoe, Safety Helmet, other required Personal Protective Equipment, Laminated Identity Card, Badge, Lan Yard, Socks-02 Pairs, 1 no. Lathi to be issued during the initial deployment by the Bidder. The bidder shall also one set of uniform to be issued for celebration to National Festival on 26 th January and 15 th August falling during the contract. Recovery/adjustment of wage towards the cost of uniform should not to be made by bidder from their engaged workmen under any circumstance.
5.2	Liability on account of deployment of Security Personnel as per clause 3.2. towards payment of Wages/Salaries including uniform, to and fro Travelling cost, if any. Bidder should ensure payment of minimum wages and extending statutory benefits under (i) Employees' Provident Funds and Miscellaneous Provision Act, 1952, (ii) Employees' State Insurance Act, 1948 and allied statutes to Security Personnel.
5.3	Security Supervisor on patrolling will be in touch with various security posts and put his signature as a proof of checking the post.
5.4	3-cell torch light with cell to all the security posts. Cost of cells as and when required shall be borne by

	the Bidder.				
5.5	Security Flood light should also be provided by the Bidders and should be available with Security Supervisor(s). Cost of maintenance of light and cells as and when required shall be borne by the Bidder.				
5.6	Paper stationary required for maintain of statutory record etc. shall be borne by the Bidder.				
5.7	COVID 19 protection Face Mask is mandatory to wear while on duty and liquid soap as per requirement for all posts must be issued by the Bidder.				
6.0	<u>TERMS OF PAYMENT :</u>				
6.1	The job will be measured in terms of man-day. MANDAY is defined as ‘An industrial unit of production equal to the work one person can produce in a day’. A certificate from the Officer / Engineer In-charge concerned should be obtained for job measurement for the purpose of release of payment. Payment will be made on monthly basis for services in terms of man-days provided during the month.				
6.2	“Man-day” under this contract shall mean eight-hour duty on any shift (General, A-Shift, B-Shift, C-Shift) on any day.				
6.3	Payment shall be made per man-day comprising of pay elements shown in 6.5 below. The Bidder, in turn, shall ensure payment of security personnel deployed during any wage month.				
6.4	Rate of Minimum Wages will be decided based on the Appropriate Government in respect of BHEL for schedule employment under Minimum Wages Act, 1948 i.e. Government of Karnataka or Rate of Minimum Wages notified by Central Government, whichever is favourable. Change is to be effected from time to time based on notification in this regard issued by Central Government. In case decrease in Minimum Wages due to decrease in VDA, the higher minimum wages last paid shall be protected.				
6.5	The following pay elements shall be payable per duty (08 Hrs.) to Security Guards deployed as per deployment plan as indicated in clause 3.2 by the Bidder and shall be reimbursed by BHEL :				
	Sl. No.	Description / Pay Elements	Security Guards without Arms (Skilled)	Security Guards with Arms Gunman (Highly Skilled)	Security Supervisor (Highly skilled)
	(a)	Basic wages (BW) Plus Variable Dearness Allowance (VDA) [Minimum wages inclusive of Variable Dearness Allowance rate notified by State Government or Central Government whichever is higher]	As applicable (Rs. 806 as on 01/04/2022)	As applicable Rs. 876 as on 01/04/2022)	As Applicable Rs. 1071.98 as on 01/04/2022)
	(b)	Employees State Insurance (ESI)/Medical Allowance and Workmen Compensation in area not covered under ESI [3.25% of Basic plus VDA]	As applicable	As applicable	As applicable
	(c)	Employees Provident Fund (EPF) [[12% of Basic plus VDA]	As applicable	As applicable	As applicable
	(d)	Employees Deposit linked	As applicable	As applicable	As applicable

	Insurance(EDLI) [0.5% of Basic plus VDA]			
(e)	Administrative Charges for EPF & EDLI [0.5% of Basic plus VDA]	As applicable	As applicable	As applicable
(f)	House Rent Allowance (HRA)[24% of Basic plus VDA or RS 5400 (Whichever is higher)	As applicable	As applicable	As applicable
(g)	ESI / Medical Allowance on HRA [3.25 % of HRA	As applicable	As applicable	As applicable
(h)	Annual Bonus [8.33% of Basic plus VDA]	As applicable	As applicable	As applicable
(i)	Uniform Outfit Allowance [5% of Basic plus VDA]	As applicable	As applicable	As applicable
(g)	Uniform Washing Allowance [3% of Basic plus VDA]	As applicable	As applicable	As applicable
(m)	Per Head Cost [Sum of (a) to (g)]	As applicable	As applicable	As applicable
(n)	Service Charges [Up to 10% of (m)]	As applicable	As applicable	As applicable
(o)	GST [18% of (m) + (n)]	As applicable	As applicable	As applicable
(p)	Cost Per Manday [Sum of (m), (n) and (p)]	As applicable	As applicable	As applicable
6.6	The Bidder, at his own finance, must make payment of wages / other allowances / Statutory Benefits under various statutes to the Security personnel as per deployment plan as indicated in clause 3.2. BHEL shall make reimbursement to the Bidder towards payment of wages / other allowances / Statutory Benefits under various statutes made to security personnel so deployed under this contract.			
6.7	Reimbursement of employers' liabilities towards payment of Contributions and Administrative Charges under (i) Employees' State Insurance Act, 1948 and (ii) Employees' Provident Funds and Miscellaneous Provision Act, 1952 will be made at actual on applicable rates under relevant statutes. The current rate of (i) Employer's Contribution towards under Employees' State Insurance Act, 1948 is 3.25 % of the wages payable and (ii) Employer's Contribution and Administrative Charges thereof under the Employees' Provident Funds and Miscellaneous Provision Act, 1952 are @12%, for Provident Fund, @0.5% Admin Charges on Provident Fund & 0.5% on Employees Deposit Linked Insurance respectively. Reimbursement of Insurance Premium paid for coverage of security personnel under Workmen Compensation Act, 1923 on actual basis. Calculation for the purpose of Contributions/Administrative Charges towards Employees Provident Fund shall be made on (i) Minimum Wages i.e. Basic Wages (BW) plus Variable Dearness Allowance (VDA) [Clause 6.5(a)] Calculation for the purpose of Contributions/Administrative Charges towards Employees' State Insurance shall be made on (i) Minimum Wages i.e. Basic Wages (BW) plus Variable Dearness Allowance (VDA) [Clause 6.5 (a)]			

6.8	Reimbursement of Overtime so paid to the Security Guards deployed as per deployment plan at Clause 4.3 on National Holidays i.e. Republic Day [26 th January], Independence Day [15 th August] and Gandhi Jayanti [02 nd October]. Rate will be double the minimum wage rate of 6.5.(a)																																											
6.9	The Bidder has to arrange his own finance for carrying out the job including other financial obligations involved in arrangement of payment to his workmen, Uniform, all tools and tackles during the tenure of this contract. No mobilisation advance / any type of advance shall be paid to the Bidder by BHEL under this contract.																																											
6.10	The first monthly / running bill only be released on submission of copy of PF & ESI showing the number / name of the persons insured under the policy along with other requisite documents																																											
6.11	In case of revision of minimum wages by State/Central Government, escalation on the wage cost to the extent of percentage increase applicable for security personnel shall be paid.																																											
6.12	Full and Final Payment (Retrenchment) shall be reimbursed to Contractor, if a security personnel is engaged for more than 240 days in a year as per 25(F) of ID Act, 1947																																											
6.13	Bill(s) in duplicate shall be submitted to the Officer-in-charge within 10 days of subsequent month. The monthly bill shall be submitted along with checklist duly filled in. The Checklist shall be as under: <table><tr><td>Sl No.</td><td>Description</td><td>Status of Submission</td><td>Remarks</td></tr><tr><td>(i)</td><td>Tax Invoice</td><td>Submitted / Not Submitted</td><td></td></tr><tr><td>(ii)</td><td>Copy of Attendance Sheet/Master Roll</td><td>Submitted / Not Submitted</td><td></td></tr><tr><td>(iii)</td><td>Copy of Wage Sheet</td><td>Submitted / Not Submitted</td><td></td></tr><tr><td>(iv)</td><td>Copy of Receipt copy of advice to Bank for Disbursement /Remittance of Wages</td><td>Submitted / Not Submitted</td><td></td></tr><tr><td>(v)</td><td>Copy of EPF Challan and ECR and Form 36 B</td><td>Submitted / Not Submitted</td><td></td></tr><tr><td>(vi)</td><td>Copy of ESI Challan & Details of contribution sheet</td><td>Submitted / Not Submitted</td><td></td></tr><tr><td>(vii)</td><td>Copy of Professional Tax Challan</td><td>Submitted / Not Submitted</td><td></td></tr><tr><td>(viii)</td><td>Copy of GST Compliance Challan</td><td>Submitted / Not Submitted</td><td></td></tr><tr><td>(ix)</td><td>Copy of Deployment Roster /Chart</td><td>Submitted / Not Submitted</td><td></td></tr></table>				Sl No.	Description	Status of Submission	Remarks	(i)	Tax Invoice	Submitted / Not Submitted		(ii)	Copy of Attendance Sheet/Master Roll	Submitted / Not Submitted		(iii)	Copy of Wage Sheet	Submitted / Not Submitted		(iv)	Copy of Receipt copy of advice to Bank for Disbursement /Remittance of Wages	Submitted / Not Submitted		(v)	Copy of EPF Challan and ECR and Form 36 B	Submitted / Not Submitted		(vi)	Copy of ESI Challan & Details of contribution sheet	Submitted / Not Submitted		(vii)	Copy of Professional Tax Challan	Submitted / Not Submitted		(viii)	Copy of GST Compliance Challan	Submitted / Not Submitted		(ix)	Copy of Deployment Roster /Chart	Submitted / Not Submitted	
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6.14	Bidder shall comply with all statutory obligations. In case of violation the next bill shall be withheld till compliance.																																											
6.15	Bidder shall submit error free bills/invoice to BHEL within 2 nd week of every month after completion of all statutory compliances.																																											
6.16	Payment shall be made through RTGS. The Bidder is required to furnish necessary details in mandate form.																																											
6.17	The successful bidder shall mobilize adequate resource for payment of wages and other statutory dues for payment under various Acts. No mobilization advance will be paid to the Bidder by BHEL under this contract.																																											
6.18	BHEL shall deduct / recover the loss due to negligence of the service from the monthly bills and other																																											

	dues of the Bidder. Such recovery shall be limited to 10% of the bill value.
6.19	Before the expiry of contract the Bidder shall furnish a specific Indemnity Bond to indemnify BHEL any liability under the provision of EPF Act, ESI Act, ID Act, MW Act, WC Act & HSE policy of BHEL and recovery of loss due to theft and damages.
6.20	Bidder is required to submit the summary of statutory information in a routine manner & as and when it is being demanded by BHEL for compliance.
6.21	The contract price shall be inclusive of all applicable taxes, duties & levies etc but exclusive GST. The payment shall be made in Indian currency only by Account Payee cheque /RTGS. Payment will be made on monthly basis and it will be released within 30 (thirty) days after receipt of bill. An occasional or inadvertent delay, however, shall neither entitle the contractor to claim interest nor provide a basis for termination of contract. The work shall in no case be hampered on account of non-payment of bills.
6.22	GST on the services provided by the Bidder (Security Service Provider) will be made by BHEL as per Notification No. 29/2018- Central Tax (Rate), New Delhi, the 31 st December, 2018 through Reverse Charge Mechanism.
7.0	<u>TAXES AND DUTIES</u>
7.1	All taxes excluding GST with applicable cess & BOCW Cess (mentioned elsewhere in the Tender) but including, Charges, Royalties, any State or Central Levy and other Taxes for materials if any obtained for the work and for the execution of the contract shall be borne by the bidder and shall not be payable extra by BHEL.
7.2	Any increase in the above at any stage during execution including extension of the contract, if any, shall have to be borne by the contractor. Quoted/ accepted rates/ price shall be inclusive of all such requirements.
7.3	GST with applicable Cess, legally leviable & payable by BHEL as per GST Law, shall be paid extra by BHEL. Hence, Bidder shall not include GST with applicable Cess in their quoted price.
7.4	TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.
7.5	TDS under GST shall be deducted at applicable rates on gross invoice value from the running bills.
7.6	Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred there under) wherein the 'Bill to' details shall be as per following. BHEL GST No: 29AAACB4146P1ZB NAME - BHARAT HEAVY ELECTRICALS LIMITED ADDRESS – As per Concerned Address in Sl. no. 2.1.1.
7.7	Bidder to intimate immediately on the day of removal of Goods (in case of any supply of goods) to BHEL along with all relevant details and a scanned copy of Tax Invoice through following communication mode for enabling BHEL to meet its GST related compliances In case of delay in submission of the abovementioned documents on the date of dispatch, BHEL may incur penalty /interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from the successful bidder, if such delay is attributable to the bidder.
7.8	In case of rising any Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as referred to in Section 34 read with Section 31 of GST Act & Rules referred there under.
7.9	Bidder shall Comply with the Time limit prescribed under the GST Law and rules thereof for raising of the tax invoice. If any supply of goods is applicable, Bidder shall also ensure prompt delivery of Goods after dispatch.

7.10	Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons attributable to the bidder, GST amount shall be recoverable from the bidder along with interest levied / leviable on BHEL, as the case may be.
7.11	Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law , GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied / leviable on BHEL.
7.12	Way Bill: Successful Bidder shall arrange way bill / e-waybill for any transfer of goods for the execution of the contract. The Bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit/ Way Bill, if required, shall be arranged by the contractor and BHEL will not supply any Road Permit/ Way Bill for this purpose.
7.13	Any new taxes & duties, if imposed subsequent to the due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extensions for which delay is not attributable to the bidder), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, bidder shall obtain prior approval from BHEL before depositing any such new taxes and duties. Benefits and/or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, introduced at a later date.
8.0	There will be no EMD. Security Deposit / Contract Performance Guarantee (CPG) will be 10% of Monthly Wage Bills, to be recovered from Monthly Service Charges in instalments as per extant Guidelines for operation / functioning of DGR empanelled Ex-Servicemen (ESM) Security Services.
9.0	<u>MISCELLANEOUS:</u>
9.1	The Bidder shall obtain a License from the Licensing Authority under the Contract Labor (Regulation and Abolition) Act / Inter-State Migrant Workmen Act. The Bidder shall be responsible for the identity, conduct, integrity of his workers and ensure that they do not indulge in any activity subversive of discipline or anti-national in nature
9.2	The Bidder shall require coordinating and maintaining close liaison with the client, local police and local administration. Bidder shall lodge FIR with police authorities on detection of any untoward incident / theft or any act against security and safety of BHEL Office/factories or personnel.
9.3	The Bidder shall organize regular Drill and Roll Call of security personnel at least twice a week to improve discipline and maintain their fitness.
9.4	In case the security personnel deployed by the Bidder go on strike, agitation or remain absent or remain inactive in any manner not conducive to company's interest, the Bidder shall promptly replace them by effective and efficient persons.
9.5	Bidder's security personnel shall not engage themselves, directly or indirectly, in any commercial activity or employment over and above their employment with the Bidder.
9.6	The Bidder shall ensure that the security personnel observe code of conduct and discipline expected of a security force.
9.7	Deployment of minimum number of man days of security personnel as specified in the scope of work.
9.8	Rotation / transfer of staff routinely.
9.9	Provide the required amenities like uniform, lathi, whistle, cap etc. within seven days of deployment of your personnel

9.10	Provide three cell torchlight with cell as and when required.
10.0	<u>PENALTY:</u>
10.1	If any loss or theft occurs due to negligence of duty of security personnel authenticated by a joint enquiry, the Bidder will compensate the loss so incurred by BHEL.
10.2	If any post is kept vacant / not manned as required to be manned under this contract and no prior consent has been sought from BHEL by the Bidder, a penalty of 200% [Two Hundred Percent] of Basic + VDA) per man-day shall be levied and deducted from the very next bill submitted by the Bidder.
10.3	BHEL is empowered to hold or deduct the amount from Bidder's bill for its non-performance or part performance with regard to any deficiency or negligence in security operation, indiscipline / disobedience of any nature by any of its personnel, theft / loss of BHEL's property or failure of the Bidder to discharge obligations under the terms and conditions of contract agreement.
10.4	In case of violation of clauses/non-performance / continuous poor performance / abandonment of work, the contract shall be terminated and the work shall be continued by any other means at Bidder's risk and cost. In this case security deposit of the Bidder shall be forfeited.
10.5	Bidder will provide the required Personal Protective Equipment's, failing which the same shall be provided by BHEL & an amount of 150% (one hundred & fifty percent) of the cost of the said materials shall be recovered from their bills.
10.6	Payment to the security personnel as per the payment of wages Act. Failure to do so or repetition of such default for more than three times shall lead to termination of the contract.
10.7	The total penalty during the contract period shall not exceed 10% of total contract value.
11.0	<u>TERMINATION OF CONTRACT:</u>
11.1	The contract shall be terminated on the following considerations, without notice:
11.2	If the Bidder is found guilty by court of law and the offence involves moral turpitude.
11.3	If the Bidder indulges in mal-practices such as bribery, corruption, fraud, pilferage etc.
11.4	If the Bidder is declared bankrupt, insolvent, wound-up, dissolved or partitioned.
11.5	If the Bidder is found to have substituted or damaged or disposed off material or document from any employee of the company.
11.6	If the Bidder is found to have obtained, by questionable means, copies of any document from any employee of the company.
11.7	If the Bidder has submitted, for getting the contract, any fake or false documents or certificates.
11.8	If the Bidder, persistently and in spite of warnings, is violating or circumventing the provisions of Labour Laws.
11.9	If the Bidder, persistently refuses to return company's dues.
11.10	If the Bidder indulges in anti-management activity of any kind.
11.11	If the Bidder fails to provide desired quality and quantum of services or violates any Clause of the contract or provision of law as applicable to him or his workmen/works.
11.12	Non-performance / continuous poor performance / abandonment of work / statutory noncompliance by the Bidder.
11.13	The contract may be terminated by BHEL giving one month's notice if the performance of the Bidder fail to meet the requirements specified in the conditions.
12.0	<u>DISPUTE SETTLEMENT:.</u>
12.1	All disputes arising in connection with the contract shall be settled by mutual consultation. If no

	agreements is reached the dispute shall be settled in accordance with the provision of the Arbitration and Conciliation Act, 1996 and the rules made therein under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of BHEL, EDN, Bangalore. The award of the arbitrator shall be final and binding on both the parties. The venue of the arbitration shall be in Bangalore in India. The Award to be given by Arbitration shall be a speaking award.
12.2	JURISDICTION OF COURT: Appropriate Court at Bangalore under the High Court, Karnataka shall have exclusive jurisdiction over all matters related to this contract.
13.0	<u>OTHER POINTS</u>
13.1	The Bidder shall abide by the provisions of Employee's Compensation Act, 1923, Employees' State Insurance Act, 1948, Industrial Dispute Act & Rules, Contract Labour (R&A) Act-1970, Provident Fund and Miscellaneous Provisions Act-1952, Minimum Wages Act-1948 and Rules made and payment of wages Act-1936 and Rules and The Private Security Agencies (Regulation) Act, 2005 and Karnataka Private Security Agencies (Regulation) Rules, 2008. BHEL will not be held responsible for any injury sustained by Bidders' worker while on duty. In the event of any injury/accidental death of the employee on duty, the Bidder will have to pay necessary compensation to the legal heirs of said employee and that will not be reimbursed by BHEL. In case of failure to pay the compensation as decided by the competent authority as per Employee's Compensation Act, the Officer-in-charge will deduct necessary amount from any outstanding bill of the Bidder and deposit the same with competent authority.
13.2	The Bidder shall submit photocopy of the payment sheet/ muster roll of every month during second week of subsequent month.
13.3	The Bidder shall have to maintain all statutory records as required under the Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017, Contract Labour Regulation and Abolition Act, Payment of Wages Act, Minimum Wages Act etc. The statutory returns shall be submitted to appropriate authorities as required under the Act and Rule. The records should be kept within the work premises and must be made available on demand before BHEL / Concerned statutory authorities.
13.4	The Bidder shall obtain license from Assistant Labour Commissioner under Contract Labour (R&A) Act. He shall not be allowed to carry out the job without valid contract Labour license/ Inter State migrant license and is required to produce the above license before commencement of the job
13.5	Notwithstanding with any other Clause of tender document, Bidder's performance may be reviewed from time to time.
13.6	All other term & conditions of this specification, not mentioned above shall be governed by the pertinent provisions of GCC.
14.0	CONTRACT PERIOD
14.1	The Time Period of contract shall be 24 months from actual date of commencement of work.
14.2	Successful bidder shall start the work as per instruction from concerned Officer In charge of after placement of LOI.
14.3	BHEL reserves the right to extend the contract period, if need arises, on mutual agreement on the same rate, terms and conditions.
14.4	BHEL reserves the right to short close the contract period, if need arises, by giving 01 (one) month notice to bidder.
14.5	Bidder may short close their contract with BHEL by giving minimum 03 (three) months' notice.
15.0	PRICE VARIATION CLAUSE
	The minimum wage, PF, ESI and Bonus for Security guards (Unarmed), Security Guards (With arms) and Security Supervisor shall be revised as per DGR notification on actual basis. The Service Charge (%) will not change.

PART-I (TECHNO COMMERCIAL BID)**ANNEXURE-IC****GENERAL TERMS & CONDITIONS OF CONTRACT****1. DEFINITION**

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

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

2. HEADING TO THE CONTRACT

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

3. DEVIATIONS

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

4. WORKS TO BE CARRIED OUT

The Contract shall include all labour materials, tools, plant, equipment and transport which may be required for the execution of the work.

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

5. ASSIGNMENT OF TRANSFER OF CONTRACT

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

6. SUB CONTRACT

The Contractor shall not sublet any portion of the contract.

7. COMPLIANCE TO REGULATIONS AND BYE -LAWS

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

8. SECURITY DEPOSIT (SD):

Security Deposit (SD):

The contractor whose tender has been accepted shall, within seven days of receipt of the notification of acceptance of his tender **or before start of work (whichever is earlier)**, deposit Security deposit @ 10 % one-month wage bill.

Modes of Deposit:

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

- i) Cash (as permissible under the extant Income Tax Act) ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

General Terms related to SD:

The security Deposit will not carry any interest.

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

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

NOTE: Acceptance of Security Deposit against Sl. No. (iii),(iv) and (v) above will be subject to hypothecation or endorsement on the documents (Signature of the Branch Manager must be present) in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

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

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

The claim period for Bank Guarantee shall be kept three months after the contract end date. Security Deposit has to be deposited within seven days of issue of LOA / WO or date indicated in LOA whichever is later.

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

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

1. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.
2. Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.
3. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
4. Invoices will be processed only upon completion of statutory requirement and further subject to following:
 - a) Vendor declaring such invoice in Form GST ANX-1
 - b) Receipt of Goods or Services and Tax invoice by BHEL
5. As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).
6. In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify

the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.

7. In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor
8. In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.
9. Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.
10. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.
11. GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.

10. ORDERS UNDER THE CONTRACT

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

11. CONTRACTOR'S SUPERVISION

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

12. PAYMENT TO EMPLOYEES ENGAGED BY CONTRACTOR

1. The Contractor shall remain liable for the payment of all wages and other payments in connection with the employees engaged by him and with regard to the work.

2. The Contractor shall comply with the applicable provisions of Payment of Wages Act-1936, Minimum Wages Act-1948, Employees' Liability Act-1938, Employees' Compensation Act-1923, Payment of Bonus, EPF and Miscellaneous Provisions Act-1952, Employees' State Insurance Act-1948 and other relevant Acts and rules framed, there under from time to time.
3. Contractor shall be responsible for making payment of wages within 7days from the last day of wage period and shall obtain the signature at the end of entries in the wage register from area in-charge of contract operating department.
4. Contractor should ensure that at least the prevailing minimum wages, as per the rules of **State/Central Minimum wage**, which are applicable are paid to his employees only in their respective nationalized bank accounts by means of NEFT/ RTGS/ IMPS.
5. The contractor should remit the salary/wages of their workmen only through nationalized Bank, directly to the salary/savings account of the employee concerned. Monthly clearance will be given in respect of those contractors, only if the salary/wages to the workmen concerned has been remitted in the nationalized bank account of the workmen. The relevant Bank statement/proof for Bank payment should be produced along with PF and ESI challans every month.
6. No other mode of payment (hand payment / account transfer other than salary or any other) is acceptable as salary.
7. The contractor should pay the previous month salary in full to their employees before 7th of every month and will not adjust with any advance/ loan /training cost / accommodation cost / repayment due by the employee.
8. If the Contractor employs more than twenty employees, he has to obtain License to this effect from the Factory Inspectorate and renew the same periodically.
9. The Contractor should follow and comply with Minimum Wages, ESI, PF, Bonus, Group Insurance and other statutory regulations as stipulated in Factories Act and other applicable State / Central Governments' rules & regulations.
10. Each contract employees must have his own PF and ESI Codes and comply with the relevant Acts.
11. **"The contractor shall issue Employment Card in Form No.XIV to each Worker engaged by him within 3 days of the employment of the Worker as prescribed under Rule No.76 of the Contract Labour (Regulation & Abolition) Central Rules, 1971. The Card shall be maintained up-to-date and any change in the particulars shall be entered therein".**
12. ***"Payment of Gratuity under The Payment of Gratuity Act, 1972 and Retrenchment Compensation under The Industrial Disputes Act, 1947, wherever applicable, shall be the sole responsibility of the Contractor".***

13 PRECAUTIONS AGAINST RISK

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

14 DAMAGE / LOSS TO PROPERTY & INJURY TO WORKMEN

The Contractor shall at his own expense reinstate and make good to the satisfaction of the respective area **HOD** and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or

damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Employees Compensation Act or otherwise.

15 LAWS GOVERNING THE CONTRACT

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

16. CANCELLATION OF CONTRACT FOR CORRUPT ACTS

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

If the Contractor shall:

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

17. CANCELLATION OF CONTRACT FOR INSOLVANCY ASSIGNMENT OR SUBLETTING OF CONTRACT

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

If the Contractor,

- a) Being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors.
OR
- b) Being a Company, shall pass a resolution or Court shall make an order for the liquidation of its assets, or a receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager.
OR
- c) Assigns, Transfers, Sublets or attempts to assign, transfer or sublet any portion of the work.

- d) Whenever BHEL exercises the authority to cancel the contract under these conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by the respective area **HOD**) being less than the contract cost, the advantage shall accrue to BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Contractor by other means.
- e) In case BHEL carries out the work under the provisions of this condition, the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and / or labour provided by BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.
- f) Labour engaged by the contractor should be disciplined & exhibit good behaviour in dealing with employees of BHEL. Any misbehaviour or undesirable conduct of any person engaged by the contractor is reported, contractor shall change that person immediately or else it may even lead to termination of the contract & in such case security deposit will be forfeited as penalty.

18. CANCELLATION OF CONTRACT IN PART OR FULL ON CONTRACTOR'S DEFAULT

If the contractor:

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from the respective area **HOD** or his authorized representative:
 - b) fails to comply with any of the terms & conditions of the contract or failure to comply orders after reasonable notice in writing with orders properly issued thereunder:
- BHEL may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercises the authority to cancel the contract as a whole or part under this condition, BHEL may complete the work at the contractor's risk and cost (as certified by the respective area **HOD** which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL. If the cost exceeds the money due to the Contractor under this contract, the Contractor shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Contractor by other means. In case BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.

19. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR

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

20. SPECIAL POWER TO TERMINATION

If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the respective area **HOD** shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account

of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

21. RECOVERY FROM CONTRACTOR

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

22. POST TECHNICAL AUDIT OF WORK AND BILLS

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

23. REFUND OF SECURITY DEPOSIT

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

24. FORCE MAJEURE CLAUSE

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

25. ARBITRATION

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

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

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

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

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

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

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

26. JURISDICTION:

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

27. SECRACY OF CONFIDENTIAL INFORMATION:

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

proprietary/confidential information to BHEL. This clause shall survive termination or expiry of the contract.

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

28. SIGNING OF CONTRACT

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

29. FRAUD PREVENTION POLICY

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

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

30. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:

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

31. RISK PURCHASE:

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

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

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

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

Where,

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

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

H = Overhead Factor shall be taken as 5

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

*(Balance scope of work/ supply)

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

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

32. NOTICES OF ACCIDENTS

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

33. DAMAGE / LOSS TO PROPERTY & INJURY TO WORKMEN

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

"BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.

- A. Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
- B. Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/operation and works incidental thereto at BHEL factories/offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/during working at BHEL Units/Officers/townships and premises/Project sites.
- C. Compensation in respect of each of the victims:
 - a. In the event of death or **permanent disability** resulting from **Loss of both limbs:**
₹ 10, 00,000/- (₹ Ten Lakh)
 - b. In the event of **others permanent disability:** ₹7,00,000/- (₹ 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"

PART-I (TECHNO COMMERCIAL BID)**ANNEXURE-ID****SPECIAL TERMS & CONDITIONS OF CONTRACT****1. PARTICIPATION.**

The Parties who have been suspended or black listed or issued with "Show Cause Notice "by BHEL, EDN Bengaluru or any other BHEL Unit will not be allowed to participate in the Tender.

Other than the bidder, none of its group concerns or affiliates etc. shall participate in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s). The bidder should declare the same in the Tender. Even during the course of evaluation / finalization of Tender if it is found that some of the parties are not fulfilling the above clauses, BHEL will not consider them for further participation in the Tender.

2. EVALUATION CRITERIA:

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

3. CRITERIA FOR AWARD OF WORK:

1. The evaluation of offer for award of work shall be on the basis of "Total Cost to BHEL/ **Net Cash outflow to BHEL after taking into account applicable Taxes and Duties.**
2. **The work will be awarded on Package Wise L1 basis.**
3. **In case there are more than one L1 bidders, work will be awarded based on seniority as per DGR sponsorship.**
4. The quantity mentioned in BOQ / Price bid is tentative. BHEL reserves the right to increase or decrease the quantity during award of work or issue work order in phase manner as per requirement of BHEL.

4. METHOD OF EVALUATION OF PRICES**Priority / Ranking**

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

5. RATE FINALIZATION

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

6.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 Otem Dai, IAS (Retd.)	iem1@bhel.in
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

(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:

1. Name : Satya Prakash, Manager
 Dept. : Common Contracts Department
 Address : New Engineering Building, 2nd floor, BHEL- Electronics Division,
 Bengaluru-560026
 Phone : 080 2699 8040
 e-mail : satyaprakash@bhel.in

2. Name : Vishal Singh, DGM
 Dept. : Common Contracts Department
 Address : New Engineering Building, 2nd floor, BHEL- Electronics Division,
 Bengaluru-560026
 Phone : 080 2699 8858
 e-mail : vishal.singh@bhel.in

ANNEXURES

PART-I (No Deviation certificate)

ANNEXURE-A

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

I/ We, M/s.have read and clearly understood all the Terms and conditions in Tender Schedule of “SERVICE CONTRACT FOR DEPLOYMENT FOR SECURITY PERSONNEL FOR WATCH AND WARD SERVICES IN VARIOUS PREMISES OF BHEL LOCATED AT BANGALORE FOR TWO YEARS” Tender Ref No: BHEL-EDN/ CCD/DGR SECURITY-EDN &ESD/ NIC-05/22-23 /Date: 12.08.2022 and accordingly we accept the same without any deviation what so ever.

- I/ We unconditionally agree to all the tender conditions and no new conditions are imposed by us in the technical / price bid. I understand in the event of imposing any condition in the technical / price bid, such condition would be ignored by BHEL and only the prices will be considered for the purpose of evaluation”*
- I/ We confirm that none of our group concern or affiliates etc., appears on the list of banned firms / companies by BHEL (list available on www.bhel.com) nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company.*
- I/ We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL-Electronics Division, Bengaluru or any other BHEL Unit or any PSU/ Government organization.*
- I/ We confirm that other than us, none of our group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).*
- I/ We confirm that if any of the above statement / information furnished by us in this tender is found to be false/ fake at any stage of tender evaluation or during execution of contract, BHEL will have the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc. as deemed fit.*

(Contractor Signature with Seal)

ANNEXURE-B**PART-I (Declaration)**

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

Name of Works: "SERVICE CONTRACT FOR DEPLOYMENT FOR SECURITY PERSONNEL FOR WATCH AND WARD SERVICES IN VARIOUS PREMISES OF BHEL LOCATED AT BANGALORE FOR TWO YEARS.

Tender Ref No: BHEL-EDN/ CCD/DGR SECURITY-EDN &ESD/ NIC-05/22-23 /Date: 12.08.2022

DECLARATION

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

1. We do hereby confirm that we will pay (i) at least the minimum wages (minimum basic wages + minimum DA) to all the persons engaged (Un Skilled / Semi-Skilled / Skilled /Supervisor category) by us in the above contract as per DGR & also as per any revisions made by DGR from time to time and
2. We will also pay ESI, PF (both Employer and Employee contributions) & Bonus amounts for total wages to be paid and challans/ payment proof shall be produced along with invoices for all the respective persons engaged in the above contract.
3. The rates quoted against service charge % in this tender will remain firm throughout the entire Contract period and no extra payment against service charges will be claimed from BHEL under any circumstances from our end.
4. We, the contractor, will disburse the salary/wages to all the persons engaged in the contract ONLY through nationalized banking channel in their respective accounts & the relevant Bank statement / proof for Bank payment will also be produced along with PF and ESI challans to the Welfare Section every month for processing our invoices for payment.
5. We will pay the previous month salary in full to our employees before 7th of every month and will not adjust with any advance/ loan /training cost / accommodation cost / repayment due by the employee to us.
6. All the payments to the persons engaged in the contract will be paid only through nationalized bank. No other mode of payment (hand payment / account transfer as advance payment or any other) is acceptable as salary.
7. In case we fail to pay the minimum wages to all the persons engaged in the contract which includes Minimum wages and Additional wages with ESI and PF (both Employee and Employer contributions) for every month including Bonus, BHEL has the right to recover from the outstanding payments to us either under this Contract or in any other Contract(s) or from Security Deposit or from both. In case this amount is insufficient for such recoveries, we shall make good the balance amount by actual payment. In addition, BHEL- Electronics Division, Bengaluru may recover the said amounts through other running contracts from BHEL's sister units.
8. We will obtain and submit Labour License (As applicable), PF and ESI Registration within 30 days from award of work.

(Contractor Signature with Seal)

ANNEXURE-C**A.SD PAYMENT WIDE SBI-E COLLECT**

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

STEP BY STEP PROCEDURE TO REMIT EMD / SD AGAINST TENDER NOTIFICATION:

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

1. Select State Bank Collect available on the top (pre login page)
2. Accept the terms and conditions and click "PROCEED"
3. Select State of Corporation / Institution as "KARNATAKA "
4. Type of Corporate / Institution as "PSU-Public Sector undertaking "
4. Select PSU-Public Sector Undertaking Name as "BHARAT HEAVY ELECTRICALS LIMITED" and click "SUBMIT ".
5. In the next page, Select Payment Category as "OTHERS" and Sub Category as "EMD / SECURITY DEPOSIT" (As applicable), fill details correctly & click "SUBMIT".
6. If all details entered are correctly populated, click "CONFIRM "to proceed.
7. Make payment as per your convenience. (Options available are payment of fees through SBI Net Banking, State Bank ATM cum Debit Cards / Other Bank Debit / Credit Cards and through SBI Branches).
8. SAVE & Keep the copy of receipt for future reference.

PROCEDURE TO TAKE RECEIPT FOR A PAYMENT MADE, EVEN ON A LATER DATE:

(PLEASE CHECK THE STATUS BEFORE MAKING PAYMENT SECOND TIME)

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

A.1: SD amount may be remitted through NEFT/ RTGS to BHEL account as per following detail:

Name of Bank: State Bank of India
Branch: Chandra Layout Branch, Bangalore 40
IFSC code: SBIN0004051
Account Number: 31467498356
Account type: Current Account

Annexure – D**ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER**

To THE PURCHASE/CONTRACT EXECUTING AGENCY/BHEL

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

CERTIFICATE I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited. I / We also agree to bear the applicable Bank Charges for the above mode of transfer. **A copy of the cheque leaf/cancelled cheque leaf of the above account is sent herewith.**

AUTHORISED SIGNATORY WITH NAME SEAL

Banker's Certification

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of _____
(name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE: (Manager / Officer's)

DATE: Signature Under Bank stamp and Name Seal with Membership No.
(Telephone / Mobile No. _____)

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

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

ANNEXURE-E**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 **SERVICE CONTRACT FOR DEPLOYMENT FOR SECURITY PERSONNEL FOR WATCH AND WARD SERVICES IN VARIOUS PREMISES OF BHEL LOCATED AT BANGALORE FOR TWO YEARS. (BHEL-EDN/ CCD/DGR SECURITY-EDN &ESD/ NIC-05/22-23 /Date: 12.08.2022)** The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

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

Section 1- Commitments of the Principal

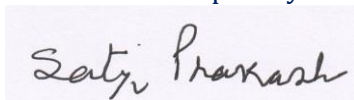
1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

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

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

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

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



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

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

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

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

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

2.1.4 Foreign Bidder(s)/ Contractor (s) shall disclose the name and address of the agent and representative in India and Indian Bidder(s)/ Contractor (s) to disclose their foreign principle 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 will await their decision in the matter.

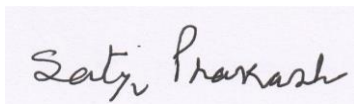
Section 3 - Disqualification from Tender process and exclusion from future Contracts

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

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



Section 5 - Previous Transgression

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

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

Section 6 -Equal treatment of all Bidders/ Contractors / Sub-Contractors

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

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

Section 7 - Criminal Charges against violating Bidders/ Contractors /Sub-contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 -Independent External Monitor(s)

8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

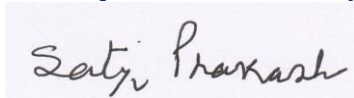
8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Contract documentation of the Principal including that provided by the Bidder(s) / Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-Contractor(s). The Monitor is under Contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non-disclosure agreement.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an interesting bidder regarding any aspects of the tender which allegedly restricts competition or bias towards some bidder. At the same time, it must be understood that IEMs are not consultant 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 all complaints received by them and give their recommendations / views to CMD, BHEL at the earliest. They may also send their report directly to the CVO and the commission in case of suspicion of serious irregularities requiring legal / administrative action. IEMs will tender their advice on complaints within 10 days as far as possible.



8.7 The IEMs would examine all complaints received by them and give their recommendations / views to CMD. BHEL, at the earliest. They may also send their reports directly to the CVO and the commission, in case of suspicion irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible/

8.8 The CMD, BHEL shall decide the compensation to be paid to the monitor and its terms and conditions.

8.9 IEM should examine the process integrity they are not expected to concern themselves with fixing of responsibility of the officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organization

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

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

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

Section 9 - Pact Duration.

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

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

Section 10 - Other Provisions

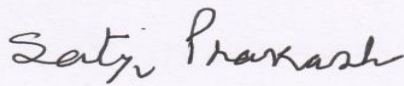
10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

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

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

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

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



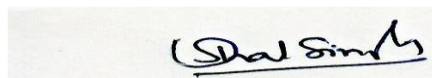
For & On behalf of the Principal

सत्य प्रकाश, प्रबंधक/सी.सी.डी.
SATYA PRAKASH, MANAGER/CCD
BHEL-EDN, MYSURU ROAD, BENGALURU-560026

Place: BHEL-EDN, Bangalore.

Date: 25.10.2021

Witness:



Vishal Singh
Deputy General Manager / CCD
BHEL-EDN, Mysuru Road, Bengaluru-560026

For & On behalf of the Bidder/ Contractor

(Office Seal)

Place:

Date:

Witness:

Signature:

Name & Address:

ANNEXURE-II**PART-II (PRICE BID) (For Reference)**

SL NO	DESCRIPTION	UOM	QTY	Unit Rate * (₹/ UOM)	Value (₹)
A	DEPLOYMENT FOR SECURITY PERSONNEL FOR WATCH AND WARD SERVICES IN VARIOUS PREMISES OF BHEL LOCATED AT BANGALORE FOR TWO YEARS.				
A.1	Deployment of Security Guards without Arms (Skilled) as per plan,	Man-day	55,173	1220.31*	6,73,28,152.60
A.2	Deployment of Security Guards Gunman with Arms)(Highly Skilled) as per plan.	Man-day	4386	1231.32*	54,00,569.24
A.3	Deployment of Security Supervisor (Highly Skilled) as per plan.	Man-day	7041	1490.01*	1,04,91,185.76
	Total Value (A) (₹)				8,32,19,907.87
	Service charge (% of amount payable towards wages and Statutory payments) for supply of Security personnel at BHEL Premises at Bengaluru @.....% of A (B=%of A) (₹)				
	Total Value including Service charge(C=A+B) (₹)				
	Goods and Services Charge (GST) @%(D) (₹)				
	Total Value including Goods and Services Charge (GST)(E=C+D) (₹)				
*-Subject to change from time to time as per DGR notification.					