



ಭಾರತ್ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಲಿಮಿಟೆಡ್
भारत हेवी इलेक्ट्रिकल्स लिमिटेड

BHARAT HEAVY ELECTRICAL LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)

ELECTRONICS DIVISION

P.B. NO.: 2606, MYSORE ROAD, BANGALORE-560 026.

NOTICE INVITING TENDER (NIT)

SINGLE PART LIMITED TENDER

TENDER REF NO: CE/ES/2023-24/U34/CSPGCL KORBA (W)/SECU/SJDB

Dtd. 27-05-2023

**Tender Specification for Hiring of round-the-clock DGR
Security Services at BHEL EDN Site Office, 4 x 210 MW (STAGE-
I) CSPGCL Korba (West) HTPS at Korba, Chattisgarh.**

Tender Specification to be downloaded from bhel.com

Last Date and Time for Bid Submission: 12/06/2023, 13:00 Hrs.

Date and Time for Bid Opening : 12/06/2023, 13:30 Hrs.

All corrigendum, addendum, amendments, time extensions, clarifications, etc.
(if any) to the tender will be hosted on bhel.com website only. Bidders should
regularly visit websites to keep themselves updated.

BHEL EDN GST NO: 29AAACB4146P1ZB

IMPORTANT NOTE

BIDDER IS ADVISED TO CHECK AND ENSURE COMPLETION OF ALL PAGES OF TENDER DOCUMENT AND REPORT ANY DISCREPANCIES TIMELY FOR CORRECTIVE ACTION, TO THE ISSUING AUTHORITY, BEFORE THE BIDS ARE SUBMITTED. PRINTED COPY OF TENDER DOCUMENT COMPLETE IN ALL RESPECT MUST BE SUBMITTED BACK AS PART OF THE BID WITHOUT WHICH THE SAME IS LIABLE TO BE REJECTED BY BHEL

Sealed offers under Single part bid system are invited from competent contractors, fulfilling qualifying requirements, with sound financial capacity and experience for undertaking the following work as per detailed schedule of work given in Tender Documents. No sale of Bid documents will be done. NIT with corrigendum's if any shall be hosted in bhel.com. The Bidder shall return the duly filled in Tender Document after affixing Signatures and Seal on all pages.

TENDER REFERENCE NO & DATE	CE/ES/2023-24/U34/CSPGCL KORBA (W)/SECU/SJDB
Scope of Work	Hiring Round the clock Security Services (Three Armed Guards) for protection of Land and property at BHEL EDN Site Office and Stores, 4 x 210 MW (Stage-I) CSPGCL Korba(W) at Korba Chattisgarh.
Period of Work	Eighteen Months(18 Months)) from the date of LOA/VO
Tender Type	Limited (Single Part Bid)
PLACE OF WORK	4 X 210 MW STAGE-I TPS CSPGCL HTPS KORBA(W) KORBA CHATTISGARH PIN-495677
Estimated Value of the Work	INR 23.66 Lacs
Date of Opening Of Tender	12-06-2023 ; 13:30 Hrs
Address for Submission of completed Tender	Tender Documents should be sent in original through R.P.A.D / Speed post / hand delivery / Courier/e-Mail PDF, so as to reach the office of Offer Inviting Authority: Mr. S Debbarman / Dy General Manager CE- EXTERNAL SERVICES 5TH FLOOR, NEW ENGINEERING BUILDING BHEL – ELECTRONICS DIVISION MYSORE ROAD, BANGALORE KARNATAKA. PIN – 560 026
Contact Details for Queries related to this tender.	Mr. S DEBBARMAN DGM / Mobile: +919886128680 Mr. G.G Maurya Sr. DGM/ Mobile: +919449869597

**Sub: Hiring of Round the Clock DGR Security Services(ARMED) at BHEL
EDN Site Office, 4 x 210 MW CSPGCL KORBA TPS**

Security to be engaged should ONLY be DGR / ESM (Ex Service Men) under the aegis of Security Agencies sponsored by **Directorate General of Resettlement** (DGR), Ministry of Defense, Govt. of India. Vide DGR Sponsorship Letter No. No 4014/SA/BHEL Korba/19 May 2023/Chhattisgarh/6198/7754/7977/7023/Res 19 May 2023

Sealed/Password Protected PDF(Printable) bids are invited for deployment of **Three Armed security personal and one reliever** at BHEL site office at Korba Chattisgarh for a period of Eighteen (18) MONTHS only. The General Conditions of Contract form part of the Tender specifications. **All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof.** The information furnished shall be complete by itself. The tenderer is required to furnish all the details and other documents as required in the following pages.

SUBMISSION OF TENDERS

The tenderers must submit their tenders as a **Single part bid** to Officer inviting tender as per instructions in the NIT.

Tenders submitted by post shall be sent by Courier/Speed Post/"REGISTERED POST ACKNOWLEDGEMENT DUE"/e-Mail PDF(Password Protected) and shall be posted with due allowance for any postal/courier delays. BHEL takes no responsibility for delay, loss or non-receipt of tenders sent by post/courier. **The tenders received after the specified time of their submission are treated as 'Late Tenders' and shall not be considered under any circumstances.**

OR

Tender Document can also be electronically submitted in e-mail in the form of printable pdf format protected by Password of bidder's choice by the day and Time of Submission of the tender as per this NIT. Password for Opening shall also be shared in e-mail by the day and Time of Submission of the tender as per this NIT.

All the Bidders are required to submit the following documents in a sealed cover super-scribing

TENDER REF NO: CE/ES/2023-24/U34/CSPGCL KORBA (W)/SECU/SJDB

Hiring of round-the-clock DGR Security Services at BHEL EDN Site Office, 4 x 210 MW (STAGE-I) CSPGCL Korba (West) HTPS at Korba, Chattisgarh.

- i) A statement giving particulars duly supported by documentary evidence of satisfactory performance of services rendered/being rendered for works of similar nature by the Bidder in reputed Government/PSU/Leading Private Sectors.
- ii) All the documents as per SECTION-2 and SECTION-3 of this tender.
- iii) Duly filled-in NIT annexures, formats etc. and credentials of the bidder as required iv) Duly filled in Price Schedule as per SECTION-3

RATES & VALIDITY:

- 3.1 The Vendor must quote Service charge (@10%) for carrying out the contract (in percentage) and the Wages/ Rates (In Rupees), as per the Price Bid – Section-3.

The rates should be quoted by taking into consideration of PF Contribution, ESI Contribution, Bonus Payment, Future revision of Minimum wages and other components like reliever charges/uniform cost including shoe etc. The rate will be valid for 2 Years from the date of execution/LOI/Work Order Date. Rate shall be as per DGR Rate.

- 3.2 The rate quoted is inclusive of all expenses towards conducting field inspection/s by the field officer of the Vendor/ Vendor.
- 3.3 Also provides for expenses towards providing and upkeep of uniform in lien with the DGR Minimum Wages Notifications Security uniform comprises of:

S. no.	Description	Quantity & frequency of supply
1.	Summer uniform: Shirt, Trousers (Salwar Suit or Saree – for Lady) Shoe, Socks, Belt, Whistles, Cap & line yard	2 sets per person, for One year (Total 4 Sets during entire contract)
2.	Winter uniform	1 set per person, every year
3.	Raincoat/ Umbrella	1 set per person, every year

Further, the Vendor shall provide one pair of Gum Boots to security personnel for use during Rainy season or other specific situations. The Vendor shall also provide 6 nos. of Lathi during the contract period. No separate reimbursement shall be admissible for the items mentioned under clause no.3.3

- 3.4 The rates quoted should be valid for 90 days initially from the date of opening of the Bid. The rates of successful Vendor should be valid for Two years from the date of commencement of the contract.

3.5 For the purpose of determination of Successful bidder, the lowest rate of Service Charge quoted in the Price Bid will be considered; and will be governed by DGR regulations. If two or more bidders quote the same lowest rate, then the senior most among the lowest bidders as per the DGR Sponsorship Letter No 4014/SA/BHEL Korba/19 May 2023/Chhattisgarh/6198/7754/7977/7023/Res 19 May 2023 will be declared as the successful bidder.

3.6 Discrepancy in quoted price shall be dealt as below:

- (i) If, in the price structure quoted for the required services/works, there is discrepancy between the unit price and the total, the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the authorized personnel of BHEL there is an obvious misplacement of decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- (ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected: AND
- (iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

Essential Criteria (Mandatory)

- 4.1. The Vendor should have understood and accepted the scope of the work
- 4.2. The Vendor should have understood and accepted BHEL's Payment Terms, i.e. month-wise payment, after permissible deductions, within 45 days from the date of satisfactory receipt of the bill along with all the supporting documents in normal conditions.
- 4.3. The Vendor should have a valid DGR Empanelment Certificate for the establishment with **validity covering the entire contract period, wherever applicable.** Copy of the same should be enclosed along with the bid.
- 4.4. The Vendor should be able to deploy THREE (3) number of trained, healthy, physically fit security personnel bearing good character and conduct at BHEL Site Office cum Stores at CSPGCL KORBA (W) HTPS with adequate Reliever arrangement as per the instructions of authorized representative of BHEL, out of which:
 - 4.4.1. All Three Security Guards shall have undergone Firefighting training during military services, or from any DGR empaneled training institutes, or the courses sponsored by Govt. Fire Dept., and possess certificate.
- 4.5. The Vendor as an Independent Employer / Establishment should have ESI and PF registration, wherever applicable, and should possess ESI and PF code numbers for his Agency.
 - 4.5.1 In case a Vendor does not possess ESI and PF Registration at the time of submitting the bid, he shall obtain the ESI and PF

registration, wherever applicable, in the event of awarding the contract.

- 4.5.2 The payment of ESI and PF contributions in respect of all the security personnel deployed by him as per the extant rules, will be the sole responsibility of the Vendor.
- 4.6. The successful Vendor shall apply and obtain license under Contract Labor (R&A) Act, 1970, and comply with the extant provisions of the Act in respect of the labor employed by him for executing this contract.

The Bidder shall go through all the Annexure, furnish copy of supporting documents as per SECTION-2 and quote as per price bid (SECTION-3)

SECURITY DEPOSIT:

Upon acceptance of the tender, the successful bidder within the time and amount specified in the Letter of Intent/Work Order must deposit Security Money with BHEL. **The total amount of Security Deposit will be 5% of the contract value (Excl of GST).** At least 50% of the required Security Deposit should be submitted before start of the work. Balance of the Security Deposit can be collected by BHEL by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.

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

- i) Cash (as permissible under the extant Income Tax Act)
 - ii) Local cheque of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer/SBI Collect in favor 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 favor of BHEL)
- (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith).

Security Deposit shall be released to the Contractor upon fulfilment of contractual Obligations as per terms of the contract and upon submission of No claim/No Demand certificate as prescribed and approved by BHEL Site in charge.

The Security Deposit shall not carry any interest.

Duly filled-Essential Criteria and Price Schedule (NIT PAGE NO :-28-30)

The aforesaid cover in sealed condition shall be super-scribed with (i) Details of enclosed cover and (ii) Name of the job, tender document no. & due date of submission.

Tenders shall be opened by authorized Officer of BHEL at his office at the time and date as specified in this NIT, in the presence of such of those tenderers or their authorized representatives who wish to be present.

In case of omission in quoting any rate for one or more items, the evaluation shall be done considering the highest quoted rate obtained against the respective items by other tenderers for the subject tender.

A) Before submission of Offer, the tenderers are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available accommodation, etc. No claim will be entertained later, on the grounds of lack of knowledge of any of these conditions.

1. Sealed Offers in the format attached should reach BHEL EDN Bangalore
2. Offers will be opened at BHEL-EDN, Bangalore on receipt.
3. The offer shall be valid for 90 days from the date of opening of bid.
4. **The rate quoted shall be exclusive of GST. Bidder to clearly bring out the GST component in the rate schedule separately.**
5. The tender is likely to be finalized in a very short time.
6. The bidder is advised to visit the site to familiarize themselves with the site conditions.
7. Payment for services will be on monthly basis based on certification of site I/C along with bills as applicable.
8. Advance payment / interim payment will not be made to the contractor. Enquiry comprising of following documents are issued herewith.
9. Your offer & documents submitted with the offer shall be signed and stamped in each page by your authorized representative. No overwriting / correction in tender documents by bidders shall be allowed. However, if correction is unavoidable, the same may be signed by authorized signatory.

On award of the contract, the Vendor shall produce the following ORIGINAL

Documents to the authorized representative of BHEL for verification:

- (i) **DGR Sponsorship Letter**
- (ii) **DGR Empanelment Certificate (with Photograph & Signature of Proprietor)**
- (iii) **PSARA License for the State of operation of the security agency.**
- (iv) **PAN Card.**

B) **All documents / annexure submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter.** BHEL shall not be responsible for any missing documents.

1. No Deviation with respect to tender clauses and no additional clauses/ suggestions / clarification in the bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same. Offers with deviation are liable for rejection.
2. BHEL reserves the right to accept or reject any or all offer without assigning any reasons thereof. BHEL also reserves the right to cancel the tender wholly

or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter.

3. You may consult this office before submitting your offer, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above.
4. In the event of any conflict between requirement of this specification/ documents etc. or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL by you in writing for clarification before due date, otherwise, more stringent requirement as may be interpreted by BHEL shall prevail and shall be binding on you. Any typing error/missing pages / other clerical errors in the tender documents, noticed by you must be pointed out before submission of offer, or else, BHEL'S interpretation shall prevail & binding on you.
5. Tender document containing above mentioned volumes shall be signed & stamped in all pages including this covering letter. Price bid shall be furnished in the format (Annex-01) enclosed with the tender. Any additional copy, if required, may be taken by photo-copying from the tender document given.
6. The bidder may depute their authorized representative during the opening of this tender as per schedule.
7. BHEL has the rights to conduct Reverse auction.

The bidder may have to produce original document for verification if so decided by BHEL.

Details of Tender Document to be submitted:

Sealed cover (Super scribing NIT number, Name of work, Date of submission of tender, time of submission of tender and from address.)

Section 1: General terms

Section 2: Scope of work, terms and conditions and Essential criteria

Section 3: Price Bid Format

BHEL reserves the right to cancel or reject the offer either partly or in full without assigning any reasons thereof.

Thanking you,

Yours Faithfully,

For & On behalf of Bharat Heavy Electricals Ltd.,

Enclosures:

1. Format for No-deviation certificate.
2. Bank EFT details

4. Undertaking for deduction on account of loss of material due to theft or pilferage on contractor's letterhead
5. Tender document as per above details.

PAYMENT

Billing & Payment:

- (i) Vendor will be eligible for Revision of wages in lien with DGR Guidelines as issued from time to time
- (ii) The bill for every month shall be prepared by the Vendor considering DGR minimum wages, admissible allowances, statutory contributions etc. as stipulated by DGR in its Notice of Minimum Wages issued from time to time, on the basis of the actual deployment.
- (iii) Bills are to be submitted by the Vendor along with all the supporting documents including proof of wage payment for certification
- (iv) Payment shall be made to Vendor within 30 days from the date of satisfactory receipt of the bill along with all the supporting documents – only through Electronic mode (Electronic Fund Transfer).
- (v) Bills/ Invoice submitted by Vendor must be submitted along with following documents:
 - a. Invoice/ Bill : 2 Originals
 - b. Attendance Register : 2 photo copies
 - c. Wage register page : 2 photo copies
 - d. PF Challan : 2 photo copies
 - e. PF ECR : 2 photo copies
 - f. Comprehensive Insurance : 2 photocopies
 - g. Annual/Half Yearly Return : 2 photo copies.(Whenever due)
Any other document(s) as may be sought by BHEL

2.19.2 Final Bill

Final Bill' is used for final payment on closing of Running Account for works or for single payment after completion of Contract. 'Final Bill' shall be submitted as per prescribed format after completion of works as per scope and upon material reconciliation, along with the following.

- i) 'No Claim Certificate' by contractor
- ii) Clearance certificates where ever applicable viz Clearance Certificates from

Customer, various Statutory Authorities like Labor department, PF Authorities, Commercial Tax Department, etc.

iii) Indemnity bond as per prescribed format BHEL shall settle the final bills after deducting all liabilities of Contractor to BHEL

Penalty & Indemnity Clause

- During the checks conducted by the authorized personnel of BHEL, if any Security personnel is found sleeping while on duty or absent from duty post or in bad turnout, an amount of Rs.300/- per security personnel per shift will be deducted from the running bill of the Vendor as penalty. Further, if any security personnel is found to be under the influence of alcohol, or misbehaving / unruly while on duty, an amount of Rs.600/- per security personnel per shift will be deducted from Vendor's bill as penalty. The persons so found guilty shall have to be removed/replaced as per the instruction of the BHEL Management.
- If the Vendor fails to produce a proof of having taken a valid insurance to ensure employees' compensation and accidental cover in respect of his security personnel, who are not covered under ESI Act, if any, half percent (0.5%) of the monthly bill amount shall be deducted from every monthly bill for the corresponding period.
- In the event of the Vendor committing a default or breach of any of the provisions of the aforesaid Vendor's Labor Regulations, as amended from time to time or furnishing any information or submitting or filling any form/Register/Slip under the provisions of these Regulations which is materially incorrect, then on the report of the Inspecting Officers as defined in the Vendors Labor Regulations, the Vendor shall without prejudice to any other liability pay to the BHEL a sum not exceeding Rs.50/- as liquidated damages for every default or breach or for furnishing, making, submitting, filling materially incorrect statement, as may be fixed by the identified BHEL personnel and in the event of the Vendor's default continuing in this respect, the liquidated damages may be enhanced to Rs.50/- per day for each day of default, subject to a maximum percent as decided by BHEL of the estimated cost of works put to tender. The Vendor shall defend any case by himself, if any action is brought in by such Government Agencies for non-compliance of any Labor Regulations and/or reimburse the expenses incurred by BHEL in this regard.
- If there is any stoppage or deficiency of service in any area referred under scope of the contract, the Vendor shall be liable for payment of penalty equivalent to the monetary value of the loss suffered by BHEL, wherever applicable.
- The Vendor should indemnify BHEL against all losses /penal actions due to non-compliance of extant statutes in execution of this contract or from any previous or running contracts undertaken by him.

- The Vendor will be solely responsible for any accidents and/ or compensation payable to the personnel engaged by him under this Contract. He shall provide relief as per the requirement and shall keep BHEL fully indemnified against any claims in this regard.

Risk clause

BHEL shall be at liberty to terminate the contract by giving **one** calendar months' notice in writing to the Vendor without assigning any reason what so ever.

1. If the management of BHEL engages any other Vendor or itself complete any part or whole of the work under this contract for any period due to failure of the Vendor to engage adequate number of security personnel or to perform the job contracted, the Vendor shall reimburse BHEL the extra cost involved on this account. The extra cost of engaging such Vendor/ or security personnel by BHEL will be computed taking all relevant factors into consideration including wages for security personnel at the rate as per DGR Minimum Wages or Minimum Wages notified by BHEL, statutory contributions, service charge etc. for recovery from the Vendor.
2. Without prejudice to any rights or remedies hereunder, if the Vendor dies, becomes insolvent or is wound up, BHEL shall have the right to terminate this contract forthwith without any liability whatsoever. As regards unsatisfactory performance or non-compliance with any of the terms & conditions of the contract by the Vendor, the management of BHEL shall have the right to terminate the contract forthwith without notice & rearrange the balance work through other agencies at the risk & cost of the Vendor. Under such circumstances, the security deposit paid by the Vendor shall stand forfeited. The decision of BHEL about the failure on the part of the Vendor shall be final and binding in this regard.
3. If any action is brought in by PF/ESI authorities on BHEL for the PF/ESI amount due, short remittances, non-remittances etc. in respect of the Security personnel engaged for the work, the Vendor shall defend the case on behalf of BHEL and/or reimburse the expenses which may be so incurred by BHEL.
4. In case, the Vendor fails to make payment of wages to his security personnel or fails to remit statutory contribution / applicable taxes to the concerned authorities & a claim is made against BHEL for whatsoever reason, the security deposit/other dues/running bills under the contract can be utilized by BHEL to discharge the liability of the Vendor.
5. The liability for any compensation on account of injury sustained by the security personnel of the Vendor will be exclusively that of the Vendor, and there should not be any liability on this account to BHEL.
6. The Vendor shall not transfer or sublet the work to anyone without the prior written approval of BHEL.
7. The Vendor shall be personally responsible for any negligence in the services provided by him or for any loss or damages caused or occasioned himself, his agents or his security personnel in respect of property of the company and shall make good the loss forthwith.

8. The Vendor shall be liable to pay all and any sum or sums that may become payable as contribution, compensation, penalty, fine or otherwise, under the provisions of law wherever applicable to in respect of the work awarded or on behalf of any workmen employed by the Vendor as may be demanded by any authority empowered under any of the relevant Acts / Rules. Any cost incurred by the Management of BHEL in connection with any claim or proceedings under the said Acts or in respect of loss, injury or improper performance of this contract by the Vendor, his workmen, servant and any money which may become payable to the management of BHEL as aforesaid shall be deducted by the management of BHEL from any money due or accruing to the Vendor.
9. BHEL shall have the right to withhold the payments or make recoveries from claims due to the Vendor under the terms and conditions of this contract, against any loss or damage caused or occasioned in respect of the properties of the Company or any payments necessitated due to infringement of any statutory obligations by the Vendor.
10. Whenever any sum of money is recoverable from or payable by the Vendor under this contract, the same shall be paid by the Vendor on demand. Such amount may also be deducted from any sum then due or from any sum which at any time thereafter becomes due to the Vendor under this contract or from his security deposit in respect of this work or in respect of any other work.

For any legal issues concerning the contract, Bangalore courts alone shall have the jurisdiction.

Arbitration & Conciliation:

The parties shall attempt to settle any disputes 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, or in connection with this contract through friendly discussions. In case no amicable settlement can be reached between the parties through such discussions, in respect of any dispute; 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.

Such Sole Arbitrator appointed, shall conduct the arbitration in English language.

The Arbitrator shall pass a reasoned award and the award of the Arbitration 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 thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Bangalore.

The cost of arbitration shall be borne as decided by the Arbitrator upon him entering the reference.

Subject to the Arbitration Clause as above, the Courts at Bangalore alone 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 parties shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and efficiency in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

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 _____

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

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

Section 1- Commitments of the Principal

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

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

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

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

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

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

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption.

The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.

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

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

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

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

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

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

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

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

Section 4 - Compensation for Damages

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

4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the

Contract in application of Section 3 above, the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

Section 5 - Previous Transgression

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

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

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

6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.

6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.

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

Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

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

Section 8 -Independent External Monitor(s)

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

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

8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and

those documents which have been classified as Secret/Top Secret are not to be disclosed.

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

8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.

8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.

8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.

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

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

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

8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.

8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.

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

Section 9 - Pact Duration

9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months' after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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

Section 10 - Other Provisions

10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.

10.2 Changes and supplements as well as termination notices need to be made in writing.

10.3 If the Bidder(s)/ Contractor (s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.

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

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

10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

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

Place _____

**For & On behalf of
(Office Seal)**

Date _____
Witness: _____
Witness: _____
(Name & Address) _____

(Name & Address)

FORMAT FOR NO DEVIATION CERTIFICATE

(To be submitted in the bidder's letter head)

To
BHARAT HEAVY ELECTRICALS LTD
ELECTRONICS DIVISION
Mysore Road, Bangalore-560 026. Ph: 080-26998949.

**SUB: NO DEVIATION CERTIFICATE FOR SECURITY SERVICES AT BHEL EDN SITE
OFFICE, 4 X 210 MW (STAGE-I) CSPGCL KORBA(W) AT KORBA CHATTISGARH.**

Ref: Tender No. **CE/ES/2023-24/U34/CSPGCL KORBA (W)/SECU/SJDB**

Dear Sirs,

With reference to above, this is to confirm that as per tender conditions, we have noted the job content. We also confirm that we have not changed/modified the tender documents and in case of observance at any stage, our offer shall be treated as null and void.

We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT and we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the tender and NIT.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted offer strictly in accordance with tender instructions. Thanking you,

Yours faithfully
(Signature, date & seal of
authorized Representative
of the contractor)

**ELECTRONIC FUNDS TRANSFER (EFT) OR
PAYLINK DIRECT CREDIT**

FORM Please Fill Up the form in CAPITAL LETTERS only:

TYPE OF REQUEST (Tick one): CREATE _____ CHANGE: _____

BHEL Vendor/Supplier Code:

Company Name:

Permanent account Number(PAN):

Address:

City: _____

STATE

--

PINCODE

--

Contact Person(s)

Telephone No:

Fax No:

E-Mail-Id:

Sl.No.		
01	Bank Name:	
02	Bank Address:	
03	Bank Telephone No:	
04	Bank Account no	
05	Account Type: Saving/Cash Credit	
6	9 Digit Code Number of Bank and branch Appearing on MICR cheque issued by Bank	
07	Bank Swift Code (applicable for EFT only)	
08	Bank IFSC Code(applicable for RTGS)	
09	Bank IFSC Code (applicable for NEFT)	

I hereby certify that the particulars given above are true, correct and complete and that I, as a representative for the above named Company, hereby authorize BHEL,EDN, Bangalore to electronically deposit payments to the designated bank account. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL/Transferring Bank responsible. This authority remains in full force until BHEL - EDN Bangalore receives written notification requesting a change or cancellation.

I have read the contents of the covering letter and agree to discharge the responsibility expected of me as a participant under ECS/NEFT.

Date:

Authorized Signatory:

Designation:

Telephone No. with STD Code

Company seal

BANK CERTIFICATE

We certify that has an Account No with us and
we confirm that the bank details given above are correct as per our records.

Date:

Place:

Signature

Please return completed form along with a blank cancelled cheque or photocopy thereof to:

Bharat Heavy Electricals Ltd.,

Attn:

Electronics Division, Mysore Road, BANGALORE -560026

SECTION 1

GENERAL TERMS

EVALUATION OF BIDS

Bids submitted by the tenderer will be opened along with price bid and based on documentary evidences submitted along with the offer and Overall experience as applicable in DGR, Lowest bidder will be decided on overall cost as quoted in SECTION-3 Price Bid which shall be based on DGR Rates.

VALIDITY OF OFFER

The rates in the Tender shall be kept open for acceptance for a minimum period of 90 days from latest due date of offer submission (including extension, if any). In case BHEL (Bharat Heavy Electricals Ltd) calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.

COMMENCEMENT OF WORK

The contractor shall commence the work within one week of issue of Letter of Intent from BHEL and shall proceed with the same with due expedition without delay.

If the contractor fails to start the work within stipulated time as intimated by BHEL, then BHEL at its sole discretion will have the right to cancel the contract.

Payment term: Payment will be made from Headquarters (Bangalore) within 45 days from the date of receipt of bills and statutory documents and certified by BHEL's site representatives.

Payment can be released by EFT (Electronic Fund Transfer). Acceptance for this arrangement to be indicated by the contractor in his offer.

Income tax as applicable shall be deducted while releasing the payment. TDS certificate for the year will be issued in the next financial year. For this purpose contractor shall furnish photo copy of PAN card issued by Income Tax Department.

1. You are required to comply with the provision of the EPF and Minimum Wages Act in so far as they relate to the contract.
2. You are required to submit, Electronic Fund Transfer Form duly signed & sealed by banker along with cancelled cheque copy, Labor license of the workmen engaged valid for contract period.
3. Invoice submitted should be in the format as specified under GST laws viz. All details as mentioned in Invoice Rules like GSTIN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, IGST mentioned separately, HSN Code / SAC Code etc. In the absence of details, it is not treated as valid invoice & credit cannot be availed.
4. Payment of GST to vendors as applicable will be made only if it is matching with data uploaded by Vendors since credit availing is linked to uploading of returns.

5. Vendors to give undertaking that GST as mentioned in the Invoice has been paid either through cash or admissible input credit and also filed the returns. Credit can be availed only if tax is paid by Contractor.
6. For invoices paid on Reverse charge basis – “Tax amount” & that it is “payable on reverse charge basis to be mentioned on the invoice as per GST laws.
7. The following documents are to be submitted along with the Running Account Bills for process of payment.
 - a) All tax Invoice should be submitted with details of BHEL and contractor GSTIN number should be mentioned.
 - b) HSN (Harmonized System of Nomenclature) / SAC (Services Accounting Code) to be mandatorily mentioned in all invoices submitted.
 - c) Measurement books duly filled and signed officials of BHEL and contractor
 - d) Works and Services: CGST and SGST on BHEL PSWR with following details are to be mentioned in the invoice State: Chattisgarh; BHEL Nodal office- PSWR; GSTIN no: **22AAACB4146P1ZP**
For IGST State: Karnataka; BHEL Nodal office- EDN, Bangalore, GSTIN NO. **29AAACB4146P1ZB**

- **GST**

BHEL EDN GST NO: 29AAACB4146P1ZB

BHEL NODAL AGENCY GST NO: 22AAACB4146P1ZP

- a. Income tax & surcharge, if any at prevailing rates shall be deducted on gross invoice value from the running bills unless Exemption Certificate from appropriate Income Tax Authority is furnished.
- b. The GST, as legally levied & payable by the Bidder under the provisions of applicable law/act, shall be paid by BHEL as per Bidder’s bill. However, Bidder shall have to submit proof of GST deposited by them immediately after the deposit but not later than the next bill submitted after the due date of deposit. The Bidder shall furnish proof of GST registration with covering the services covered under this Contract and indicate HSN/SAC Code in the prescribed format enclosed in the Tender.
- c. Invoice submitted should be in the format as specified under GST Laws viz. All details as mentioned in Invoice Rules like GSTN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, IGST mentioned separately, HSN Code / SAC Code etc.
- d. Bidder has to make his own arrangement at his cost for completing the formalities, if required, with Tax Authorities, for bringing their materials, plants, and equipment at site for the execution of the work under this Contract.
- e. TDS shall be deducted on taxable value of services where the contract value exceeds Rs 2,50,000/- Rate of TDS is: 1% CGST+1% SGST (Intra State) and 2% IGST (Inter State)

Sub Contract: The contractor shall not sublet any portion of the contract without written permission of BHEL's representative.

Arbitration: Except if otherwise provided for in the contract all questions and disputes relating to the specification, instructions, orders of the execution or failure to execute the same whether arising during the tenure of contract or on completion shall be referred to the sole arbitration of AGM (CE-ES), BHEL-Electronics Division, Bangalore..

Validity: The offer submitted by the contractor shall remain valid for acceptance for a period of 90 days from the date set for opening of tender. The contract shall be valid initially for a period of 8 (Eight) months from the date of award which can be extended further on same terms and conditions based on site requirement AND AS PER PREVAILING DGR GUIDELINES. The contract may be terminated by BHEL-EDN by giving a notice of 30 (THIRTY) days' notice and no compensation shall be paid for remaining period of the contract period.

Scope of work and acceptance of terms and conditions: The contractor shall himself obtain all necessary information on local conditions and factors, which may influence or affect his offer. It must be understood and agreed that such factors have been investigated and considered while submitting the offer. Neither any change in the time schedule of the contract nor any financial adjustment arising thereof shall be permitted by BHEL-EDN, which are based on the lack of such clear information or its effect on the cost of the works to the contractor.

Submission of offer by the contractor implies that he has read all the tender conditions and has made himself aware of

- the scope of work
- Specification of the work to be done
- Local conditions
- Other factors bearing on the execution of work.

SECTION 2

The contractor will be required to provide as per following Scope of work and terms & conditions :

Scope of work:

1. The contractor will have to take all measures for providing services at the premises of BHEL/CSPGCL KORBA (W) project sites as directed by site administration round the clock as above including all property within its premises for which personnel engaged on duty will have to remain extremely vigilant and alert. In case of loss of any item by theft or pilferage, contractor would have to take necessary action and comply with the formalities required under the Law and lodge FIR with the Police. The personnel of the contractor performing duty shall be responsible for safe guarding items entrusted to them.
2. The contractor shall contact local police/administration, if required.
3. The contractor's employees engaged on duty shall be responsible for searching the person and their belongings/materials on a random basis as well as in suspicious cases both during entry and exit and inform the designated Officer in case the person is found to be unauthorized carrying any property of the Company.
4. The contractor shall man all entry points, regulate and check the flow of men/material and ensure that every entry/exit is as per the valid documents and a record of the same be maintained regularly.
5. Contractor's employees on duty shall take all preventive measures to avoid fire or accident taking place. However, in case of such an eventuality, suitable action to be taken immediately for firefighting and informing the designated officer of BHEL immediately.
6. Contractor's employees on duty shall patrol and check movement of man and materials during day and night and ensure that no theft, pilferage, trespass, accident, nuisance, disturbance of peace and disorderliness etc. take place in the area.
7. Contractor's employees on duty shall keep a record of entry and exit of all visitors and vehicle and carry out search of both while entry and exit.
8. Contractor shall maintain liaison with Police/Fire/Civil Authorities and Red Cross Authorities if applicable.
9. Contractor's employees on duty shall maintain proper records/documents as per requirement of the company in connection with above services. Such records/documents would be in the entry/exit register of men and material, records of intimations given to designated officers with regard to aforesaid incidents.
10. Contractor's employees on duty shall ensure that lights/fans are not in use beyond office hours and are switched off and water taps are turned off.
11. Contractor's employees on duty shall watch habitual offenders and mischief makers and inform the designated officer of BHEL if anything unusual is noticed.
12. Contractor's employees on duty shall provide protection in case of assault/apprehension of assault to any employee of BHEL.
13. Contractor's employees on duty shall seize goods suspected to be stolen and hand them over the designated officer of BHEL without delay.
14. Contractor's employees on duty shall bring to the notice of designated officer of BHEL any untoward occurrence/incidents in the Company premises.

15. It will be open to BHEL to ask for replacement of any or all of contractor's employees if he/they will not fully meet BHEL's contract requirement. Alternatively, the contractor may withdraw their employees for administrative reasons but they should be suitably replaced. If the employee/(s) on duty are in-disciplined or sleeping during duty hours he/they will be suspended/replaced by the contractor immediately.
16. The contractor will also comply with all other statutory provisions as applicable, including any applicable Act and relevant rules framed there under.
17. The contractor shall pay wages to his workmen at the rates as applicable to security services under DGR rates for various categories deployed. Worker is also eligible for other entitlements as per DGR.
18. The rates of wages should be quoted as per prevailing DGR Rate; **lump sum inclusive of ESI, PF, gratuity, bonus, allowances etc.** Exact amount of wages remitted to ESI & PF authorities in respect of workmen engaged for the above & the details of amounts remitted towards their PF & ESI for each month to be enclosed.
19. The contractor shall comply with the provisions of the payment of wages Act 1936, minimum wages Act 1948, and other statutory law relating thereto and made there under from time to time.
20. The contractor shall comply with the provisions of the, the payment of the wages Act 1936, Factories Act, Minimum wages Act 1948, Employment of children Act 1938, Employers liability Act 1938, Industrial Disputes Act 1947, & other Acts Central or States, that may be applicable to him. He shall be liable to pay all such sum, or sums that may become payable as contribution, compensation, penalty, fine or otherwise, which the provision of the said acts, to or on behalf of any workmen employed by the contractor by an authority empowered under the relevant Act. Any cost incurred by the Management of BHEL in connection with any claim or proceedings under the said Acts or in respect of loss, injury or improper performance of this contract by the contractor, is workmen, servant and any money which may become payable to the management of BHEL as aforesaid shall be deemed to be deducted by the management of BHEL from any money due or accruing to the contractor by the management of BHEL or may be recovered by the management of BHEL from the contractor in the other manner.
21. The contractor should take independent code numbers under EPF Act 1952 and ESI Act 1948 and shall cover his workmen under the employee provident fund
22. Schemes and Employees state insurance Act 1948 & show proof of payment of subscriptions/contributions to the concerned authorities. Both in respect of ESI/EPF the contractor shall obtain necessary declaration forms from his employees & obtain individual insurance and PF number & shall furnish to the company necessary proofs for having made remittance of ESI & PF contributions in respect of all contract laborers engaged by him if applicable.
23. As regards Employees State Insurance Act, the contractor shall submit Photostat copies of the challans of remittance of the contributions (both the employee contributions and his own contribution there on) to the ESI corporation in respect of the employees engaged in BHEL by him for this work for the relevant period before any payment is released by BHEL if applicable
24. The BHEL General Conditions of contract shall also apply to this work except to the extent modified in these conditions. BHEL-EDN General Conditions of Contract is enclosed with this NIT. The contractor shall scrutinize the same and acquaint himself with provisions thereof to the satisfaction.

UNIFORM

The contractor should ensure that his staff are always dressed in clean and tidy uniforms while on duty for the said services. The contractor shall have to provide two sets of uniform including shoes at least once in two years to their manpower at their own cost. The contractor shall have to provide one Jersey or Pull Over at least once in two years for winter season to their manpower.

GENERAL

The contractor shall have to train all the manpower engaged by him in operating all firefighting equipment located in the office complex.

Necessary deduction of Tax at source as per rules will be made from the contractor's bill and a certificate will be issued to this effect.

The contractor shall be responsible for resolving all disputes between their employees and themselves and shall ensure proper performance of duty by their manpower.

The contractor shall take appropriate Insurance coverage for the requisite amount in respect of manpower and Supervisor, as applicable. Insurance Cover shall be obtained by the contractor at his own cost within a fortnight from the commencement of the contract and copy of Insurance cover shall be sent to the BHEL project site immediately.

The liability of any compensation for injury to personnel or others arising as a result of duties by their manpower shall be that of the contractor.

It is reiterated that there is no employer-employee relationship either with the contractor or with contractor's employees or with the contractor's organization. This is a contract and

BHEL have no connection directly or indirectly or even remotely with contractor employees or with contractor's organization. This is only a business transaction.

Security personnel should be in uniform and with adequate facilities for night duty with necessary torch, flash light etc. Suitable lighting arrangement for night lighting for the yard and near the site office area may be considered in the overall quote. **Any theft or missing of material after unloading at site is the sole responsibility of the contractor throughout the contract period.**

Essential Criteria

A] Important Note:

1. Please read 'Terms & Conditions of Tendering' and 'Terms & Conditions of Contract' before filling up this form.
2. Please attach documentary evidences of Certificates etc. wherever asked for.
3. Please fill up the format in all respects and each page must be duly attested/ signed.
4. Please attach additional/ separate sheet/s wherever needed.
5. Essential Criteria and Price Bid (Pages 22-24 of Tender Document) to be filled and submitted as detailed here under.

6. **B. General Information**

1.	Scope of the Contract/ Work	Hiring Round the clock Armed Security Services (3 Armed Guards with reliever) for protection of Land and property at BHEL EDN Site Office and Stores , 4 x 210 MW (Stage-I) CSPGCL Korba(W) at Korba Chattisgarh.
2.	Name of the Security Agency	
3.	Name/s of the Proprietor/s Managing Partner/s Director/s	
4.	Address of Office of Agency with Name of Contact person, Mobile & Landline Telephone Nos. and email id.	
5.	Residence address of Proprietor / Managing Partner(s) / Director(s) with Mobile& Telephone Nos.	
6	Years of experience in running DGR Security Services	
7.	Whether the Security Agency is empaneled under DGR (Copy of Empanelment Certificate to be enclosed)	Yes/ No Enclosed / Not enclosed
8.	Whether the Vendor possesses registration for applicable taxes (If yes, Please enclose a copy of reg.. certificate)	Yes / No Enclosed / Not enclosed GST Registration No:
9.	Whether the Vendor possesses PSARA license for the State of operation of the Security Agency (If yes, please enclose a copy of License)	Yes / No Enclosed / Not enclosed PSARA license No.: License validity:

10.	Whether the Vendor possesses PAN No. (If yes, please enclose a copy of PAN card)	Yes / No Enclosed / Not enclosed PAN No.:	
11.	Experience Details		
	Name of the Client Organization	Value of the Contract & no. of security personnel deployed	Period of contract

2. Essential Criteria For Acceptance of Bid

S. No.	Particulars	Details
1.	Details of DGR Empanelment certificate	DGR Service No: Date of Issue of Certificate: Validity of Certificate: From To Certificate: Enclosed / Not enclosed
2.	Whether the Vendor has PF registration for the Security Agency? (Please enclose copy of PF Reg. Certificate)	Yes / No Enclosed / Not enclosed PF Reg. No.:
3.	Whether the Vendor has ESI registration for the Security Agency? (Please enclose copy of ESI Reg. Certificate)	Yes / No Enclosed / Not enclosed ESI Reg. No.:
4	Whether the Vendor possesses PSARA license for the State of operation of the Security Agency (If yes, please enclose a copy of License)	Yes / No Enclosed / Not enclosed PSARA license No.: License validity:

Note: In case a Vendor does not possess ESI and PF registration at the time of submitting the bid, he shall obtain the ESI and PF registration, wherever applicable, in the event of awarding the contract. Bidding is competitive and purely based on service charge quoted by the bidders. All the other Wages such as Basic and EPF Data etc shall be governed by prevailing DGR Rates.

Declaration:

I/ We hereby declare that I/ We have not been banned and de-listed by any Government. Department / Financial Institution / Court.

I/ we have no dues to ESI or PF from any previous or running contracts.

I further declare that the information provided above is true.

I / we understand that if the above information found incorrect, the bid will be rejected at the discretion of BHEL.

SECTION-3 PRICE BID

1. Please read 'Terms & Conditions of Tendering' and 'Terms & Conditions of Contract' before filling up this form.
2. Please attach documentary evidences of Certificates etc. wherever asked for.
3. Please fill up the format in all respects and each page must be duly attested/ signed.
4. Please attach additional/ separate sheet/s wherever needed.

SL No	DESCRIPTION	Security Guard Armed -Skilled (rate per day) In Rs
(a)	Basic Wages (BW) plus Variable Dearness Allowance (VDA)	
(b)	Employees State Insurance (ESI) / Medical Allowance/Workmen Compensation Insurance @3.25% of Basic plus VDA	
(c)	Employees Provident Fund (EPF) @12% of Basic plus VDA	
(d)	Employees Deposit Linked Insurance (EDLI) @ 0.5% of Basic plus VDA	
(e)	Administrative Charges @0.5% of Basic plus VDA	
(f)	House Rent Allowance (HRA) @ 8% of Basic plus VDA/ Rs 1800 whichever is higher.	
(g)	ESI on HRA @ 3.25% of HRA	
(h)	Bonus@ 8.33% of Basic + VDA per month *	
(i)	Uniform Outfit Allowance @ 5% of Basic plus VDA	
(j)	Uniform Washing Allowance @ 3% of Basic plus VDA	
(k)	Total Sum of (a) to (j)	
(l)	Relieving Charges 1/6 th of total of serial (k)	
(m)	Total cost per day : Sum of (k) & (l)	
(n)	Service Charge @ %	
(o)	Sum Total : Sum of (m) and (n)	
(p)	Applicable GST.....% of sum total at Serial number (o)	
(q)	Total cost per head per day (Exclusive of GST) (m+n)	
(r)	Total cost per head per day: sum of (o) and (p)(Inclusive of GST)	
(s)	Total cost of engaging 3 Armed Guards for one day(Exclusive of GST)	
(t)	Total cost for engaging 3 Armed Guards for 18 Months (540 days approx.) (Exclusive of GST)	

Total cost (In Words) for engaging 3 Armed Guards for 18 Months (540 days approx.) (Exclusive of GST):