

NAME OF WORK: OUTSOURCING OF PRIVATE SECURITY SERVICE CONTRACT FOR BHEL RESIDENTAL COMPLEX (BRC), ASHOK NAGAR, CHENNAI, FOR TWO YEARS.

Enquiry No: 9472300023/ 21.03.2023

BHARAT HEAVY ELECTRICALS LIMITED- TIRUCHIRAPPALLI-620 014

WORKS CONTRACTS MANAGEMENT

NOTICE INVITING e-TENDER (GeM)
PART-I (TECHNO COMMERCIAL BID)

1.	Tender Ref No : GeM Bid Number:	9472300023 / 21.03.2023 GEM/2023/B/ 3278472/ 22.03.2023
2.	Tender Type	Open Tender-Two Part (e-Tender)
3.	Name of work	OUTSOURCING OF PRIVATE SECURITY SERVICE CONTRACT FOR BHEL RESIDENTAL COMPLEX (BRC), ASHOK NAGAR, CHENNAI, FOR TWO YEARS.
4.	Location of work	Chennai (Tamil Nadu)
5.	Period of contract	Two years (24 Months) from the date of award of contract.
6.	Earnest Money Deposit (EMD)	₹ 72,700 /- (Rupees seventy two thousand and seven hundred only) EMD IS WAIVED OFF FOR MSE VENDORS ON SUBMISSION OF VALID MSE REGISTRATION
7.	Tender Document details	Technical bid pages from 1 to 42
8.	Mode for submission of offer	No physical submission of Tender. Tender only to be submitted electronically by through GeM portal (https://gem.gov.in/) only.
9.	Contact details for queries related to tender	Shri K Prasath Engg / WCM; 0431 257 1573; e-mail: prasath@bhel.in Shri Dineshwar Pahan, Dy Engineer / WCM 0431-257 4564; e-mail: dineshwar@bhel.in
10.	Contact details for queries related to scope of work	Shri C Balaji/ DM / C&PR 0431-2578251, EMAIL: balaji.c@bhel.in Shri Raghu Warriar/ DY. ENGG / C&PR 0431-2577445 /2571241 EMAIL: raghuwarriar@bhel.in
11.	Last Date for Receipt of Tender	01.04.2023 / 17:00 Hrs.
12.	Date of Techno Commercial Bid Opening	01.04.2023 / 17:30 Hrs.
13.	MSE benefits if applicable	Applicable
14.	Reverse auction	No

We, the tenderer, have gone through all the pages of tender document and accept the Terms and Conditions.

NAME OF WORK: OUTSOURCING OF PRIVATE SECURITY SERVICE CONTRACT FOR BHEL RESIDENTAL COMPLEX (BRC), ASHOK NAGAR, CHENNAI, FOR TWO YEARS.

Enquiry No: 9472300023/ 21.03.2023

Qualifying Criteria:

Sl. No.	Qualifying Criteria	DETAILS
A	<p><u>Status of the company :</u></p> <ul style="list-style-type: none"> • Proprietorship: PAN card on owner name • For partnership firms: PAN card and PARTNERSHIP DEED • For others: PAN card in the name of company / firm / business and CERTIFICATE OF INCORPORATION / MOA and AOA. • GST Certificate (If applicable) <p>MSE Vendor – Proof as per tender condition (If applicable)</p>	<p>Copy to be uploaded in GeM portal</p>
B	<p><u>EMD: ₹ 72,700 /- (Rupees Seventy Two Thousand and Seven Hundred only),</u></p> <p>(Offer without EMD will be Rejected),</p> <p>(EMD IS WAIVED OFF FOR MSE VENDORS ON SUBMISSION OF VALID UDYAM REGISTRATION CERTIFICATE).</p> <p>(NEFT is the preferred mode of payment for EMD)</p> <p>EMD may be submitted in following ways:</p> <ol style="list-style-type: none"> i) Electronic fund transfer credited in BHEL account (Before Tender Opening). (Refer Annexure-A2 for making EMD payment through SBI-Ecollect) ii) DD drawn in favour of BHEL - Trichy, payable at Trichy issued by Scheduled Bank / Nationalized bank / Consortium banks. iii) Also refer clause -8 of GENERAL TERMS & CONDITIONS OF TENDER <p>EMD in any other form (One Time EMD, BG for full value of EMD etc.) is not acceptable.</p>	<p>NEFT/RTGS PAYMENT DETAILS:</p> <p style="text-align: center;">OR</p> <p>DD DETAILS:</p> <p>(Details to be filled and documentary evidence to be uploaded in GeM portal).</p>
C	<p><u>FINANCIAL SOUNDNESS:</u></p> <p>Income tax return acknowledgement (ITR), Balance sheet and Profit & Loss statement certified by Chartered accountant (with Membership No.) should be submitted for any 3 consecutive financial years of FY 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22.</p> <p>Average annual financial turnover of ₹10.90 lakhs during any 3 consecutive financial years of FY 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22.</p>	<p>Details to be filled and documentary evidence to be uploaded in GeM portal</p>

NAME OF WORK: OUTSOURCING OF PRIVATE SECURITY SERVICE CONTRACT FOR BHEL RESIDENTAL COMPLEX (BRC), ASHOK NAGAR, CHENNAI, FOR TWO YEARS.

Enquiry No: 9472300023/ 21.03.2023

D	<p><u>EXPERIENCE CRITERIA:</u> Experience of having Minimum Three years of successful execution of security services works in any Central Govt./State Govt./PSU/Private company/any organisation executed works during last 7 (seven) years i.e. since 01.03.2016 to 28.02.2023. (Experience proof from BHEL shall contain work order copies and experience proof / Contract completion / Performance certificate from other than BHEL shall contain work order copies along with Form 26AS/TDS certificate / bank statement for payment from the organisation for the work executed).</p>	Details to be filled and documentary evidence to be uploaded in GeM portal
E	<p>Income Tax Registration (PAN) , (Copy of PAN, GST to be uploaded, Declaration to be attached if Vendor is Exempted from paying GST. For such exempted vendor, Vendor cannot claim GST from BHEL, during the execution of the contract (if awarded) even if their status under GST changes to regular tax payer).</p>	Details to be filled and documentary evidence to be uploaded in GeM portal
F	<p>GST Regn. No. (Copies to be uploaded) % OF GST APPLICABLE TO THE VENDOR FOR THIS WORK (In case of GST exempted vendor they can put NIL)</p>	
G	<p>Acceptance to Scope of work and General Terms and conditions of Contract. (Duly signed and sealed copy of tender document to be uploaded)</p>	Copy to be uploaded in GeM portal
J	<p>“No deviation & Declaration certificate” on bidder’s Letter head as per enclosed Annexure-A1 of tender document (Duly signed and sealed copy to be uploaded)</p>	Copy to be uploaded in GeM portal
L	<p>Vendor shall have registered office / branch office in Chennai, TamilNadu. (Docuementry evidence to be uploaded)</p>	Copy to be uploaded in GeM portal
M	<p>Valid license from Tamil Nadu Government authorities for carrying out Security services in Tamil Nadu (Docuementry evidence to be uploaded)</p>	Copy to be uploaded in GeM portal
STATUATORY REQUIREMENTS		
1.	ESI Registration if available (Copy of ESI Registration to be uploaded)	Details to be filled and documentary evidence to be uploaded in GeM portal
2.	EPF Registration if available (Copy of EPF Registration to be uploaded)	
3	Labour License (if available) (Copy of Labour license to be uploaded if applicable)	
<p>Note: 1. Vendors not having EPF, ESI Reg. no. and Labour License shall immediately get registered after award of work to comply with statutory requirements. If vendor fails to get EPF and Labour</p>		

NAME OF WORK: OUTSOURCING OF PRIVATE SECURITY SERVICE CONTRACT FOR BHEL RESIDENTIAL COMPLEX (BRC), ASHOK NAGAR, CHENNAI, FOR TWO YEARS.

Enquiry No: 9472300023/ 21.03.2023

License within 30 days from start of work, EMD/SD shall be forfeited and penal action shall be taken as per extant rules of GeM.

Note:

1. Bidders are requested to submit only the documents required to meet the pre-qualification criteria as per tender. Documents not relevant to tender pre-qualification criteria / tender shall not be enclosed along with the offer.
2. Digitally signed/ Self-attested copy of all the documents should be uploaded along with Tender, if at any stage, the document(s) submitted by Contractor is / are found incorrect / false / fake, then necessary action will be taken by BHEL against Contractor viz., legal, Contractual, GeM Policy / Procedural Actions in whatsoever manner as deemed fit.

NOTE:-

1. SPLITTING:

Contract will be awarded to single source on package basis.

If non-MSE vendor is L1, participating MSE quoting price within price band of L1+15% shall be counter-offered L1 rate(s). If the MSE vendor(s) accepts the counter-offered L1 rate(s), then as the contract cannot be split, the full/ complete supply of total tendered value shall be awarded to MSE

2. REVERSE AUCTION:

No.

3. Part – II: Price Bid:

Price to be quoted in GeM portal only.

Important Instruction to Bidder: (Price Bid)

Quoted value should be inclusive of GST i.e., Quoted Value = Rate + GST amount

* please quote the value with GST amount.

4. Period of Contract:

The successful bidder/s will be awarded contract for period of **24 months**. BHEL may extend at its discretion the period of contract for a further period on the same terms and conditions mutually agreed upon.

NAME OF WORK: OUTSOURCING OF PRIVATE SECURITY SERVICE CONTRACT FOR BHEL RESIDENTAL COMPLEX (BRC), ASHOK NAGAR, CHENNAI, FOR TWO YEARS.

Enquiry No: 9472300023/ 21.03.2023

I. INSTRUCTIONS TO THE TENDERERS

GENERAL INSTRUCTIONS:

1. Tender only to be submitted electronically by logging to GeM portal i.e. <https://gem.gov.in>. Physical submission of Tender shall not be accepted.
2. **EMD should be submitted as per Part-I (Technical Bid) Qualifying Criteria. Techno-commercial bid will be considered only, if the EMD is valid. EMD in any other form and Tender without EMD will be summarily rejected. EMD indicated in the Tender may or may not, reflect any specified percentage on value of work. Hence vendors are advised to offer their quote cautiously while submitting their bid, without any presumption.**
3. EMD may be submitted in the form of (i) Electronic Fund Transfer credited in BHEL account (before Tender opening) or (ii) Demand Draft (DD) in favor of BHEL Trichy.
4. **In case of offline payments, the hardcopies of EMD documents i.e. DD submitted to WCM office/24 Building 3rd Floor, BHEL, Trichy before Tender opening and the soft-copies to be uploaded at the time of online bid submission, otherwise the Tender will be summarily rejected.**
5. Bidder should arrange for the EMD as specified in the Tender. The original EMD should be posted/couriered/given in person in a sealed cover **super scribing "Name of Work" "Enquiry number & date"** to the Tender Inviting Authority, within the bid submission date and time for the Tender.
6. Any deviation to this Tender terms & conditions, and schedules of this Tender will lead to total rejection of the offer submitted.
7. Tenderer who have been **suspended or black listed or issued with "Show Cause Notice" by BHEL, Tiruchirappalli -620014** or any other unit 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 some of the **parties are black listed/ barred from business transaction/ under business hold, BHEL** will not consider them for further participation in the Tender.
8. Amount should be quoted as per the Work schedule (Price bid/Part -II). Amount quoted in any other form will not be accepted, and will be rejected.
9. The Tender 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. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the Tender (As per annexure-A3)
10. Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
11. 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.
12. The Tender shall be deemed to form an integral part of the contract to be entered into for this work.
13. Tenderer shall sign the Tender documents for having accepted the conditions and upload in GeM portal.
14. Tender can be cancelled at any stage due to unavoidable circumstances.
15. Kindly 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.
16. If there is a discrepancy between words and figures quoted by bidder, the amount in words shall prevail. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
17. **If the contractor back outs after opening of Tender, the contractor is liable for forfeiture of the EMD paid.**
18. BHEL reserves the right to increase or decrease the Tendered quantity.

NAME OF WORK: OUTSOURCING OF PRIVATE SECURITY SERVICE CONTRACT FOR BHEL RESIDENTAL COMPLEX (BRC), ASHOK NAGAR, CHENNAI, FOR TWO YEARS.

Enquiry No: 9472300023/ 21.03.2023

19. BHEL does not guarantee ordering of any minimum quantity.
20. Income Tax deduction at source as applicable in the IT Act from time to time will be made on the value of the bills in the absence of Income Tax Exemption Certificate from the concerned IT officer.
21. All the Statutory Obligations such as ESI, PF, Labor Acts, Factories Act, Goods & Services tax (GST), etc. will have to be taken care of by the vendor. BHEL will have no liability on them. Notwithstanding the above, if any demand notice is served by the concerned Statutory Authorities for recovery of any of their dues on BHEL, the same would be paid to the statutory authorities without notice to the vendor and recovered as a due from any pending / future bills.
22. In case contract is not executed by vendor after award and acceptance of contract, BHEL may exercise the right to forfeit EMD, Security Deposit / BG of such contractors and also suitable action will be taken by BHEL on those Contractors as deemed fit.
23. BHEL reserves the right to reject the Tender, if it contains any tampering to the Tender documents submitted by the bidder, at any stage.
24. The labors engaged under this contract cannot be deployed in any other work. Violation of this rule will be viewed seriously.
25. BHEL reserves the right to cancel the Tender or reject the lowest or any Tender in full or in part without assigning any reasons whatsoever.
26. In order to ensure compliance to Minimum Wage payment to all workmen entering the BHEL premises, the entry of manpower shall be regulated based on the awarded value and the prevailing minimum wages.
27. Other than the bidder, none of its 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). The bidder should declare the same in the Tender. Even during the course of evaluation /finalization of Tender/ at any stage, 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/ reject such Tender/contract.

IMPORTANT POINTS TO BE TAKEN CARE OF WHILE SUBMITTING OFFER:

- 1) **Should a Tenderer find discrepancies or omissions in the Tender documents or should there 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)** Every Endeavour is made to avoid any error which can materially affect the basis of the Tender but the successful Tenderer shall take upon himself to provide for the risk of any error which may be subsequently by discovered and shall make no subsequent claim on account thereof.
- 2) Conditional, unwitnessed, late Tenders, Tenders containing prima-facie absurd rates and amounts, Tenders which are incomplete or otherwise considered defective and Tenders not in accordance with the Tender conditions herein contained and the Tenders not in original ARE LIABLE TO BE REJECTED
- 3) Vendors are advised to get themselves acquainted with the site conditions, the scope / work details before submitting the offer.
- 4) The contractor shall quote only the lowest possible rate, inclusive of all taxes including GST that can be offered for the intended quantity.
- 5) If a Tenderer deliberately gives wrong information in his Tender or creates conditions favourable for the acceptance of his Tender, BHEL will REJECT SUCH TENDER AT ANY STAGE.
- 6) Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- 7) 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.
- 8) Late and Delayed Tenders will be summarily rejected and under no circumstances it will be considered and accepted.
- 9) All corrigenda/addenda/amendments/time extensions/clarifications, etc. to the Tender will be hosted

NAME OF WORK: OUTSOURCING OF PRIVATE SECURITY SERVICE CONTRACT FOR BHEL RESIDENTAL COMPLEX (BRC), ASHOK NAGAR, CHENNAI, FOR TWO YEARS.

Enquiry No: 9472300023/ 21.03.2023

on BHEL & Govt. Tenders websites only (i.e. <http://www.bhel.com>, & <https://eprocure.gov.in>) and will not be published in any other media. Bidders should regularly visit above website(s) to keep themselves updated.

- 10) BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines including GeM GTC, without any liability for any compensation to the bidder if, BHEL discovers at any time that any statement made by the bidder in the affidavit cum undertaking is false, fraudulent or Any document submitted by the bidder was fake and forged Or If BHEL determines in the sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.
- 11) The contractor shall follow norms of BHEL security system for movement of men & materials within the complex including biometric system.
- 12) The workmen to be deployed by the contractor shall adhere to the safety / security rules and regulations of the Company and any person who is found to be violating the security / safety rules of the company shall be replaced immediately at the cost of the contractor.
- 13) The contractor shall strictly adhere to various labour laws in force.
- 14) The decision of In-charge for this contract shall be final and binding on the contractor regarding clarification of items of works.
- 15) Lowest prices received against BHEL Tenders need not be the technically acceptable one, and in that case, BHEL reserves the right not to consider the same.
- 16) BHEL would negotiate or re-float the Tender opened if L1 price is not the acceptable price to them inter-alia other reasons. Tenderers shall not increase their quoted rates in case BHEL, negotiates for reduction of rates. Such negotiation shall not amount to cancellation or withdrawal of the original offer.
- 17) In all matters of disputes, the decision of the General Manager, BHEL, Tiruchirappali-14 shall be final and binding on the Contractor.
- 18) Care should be taken to ensure only correct bid for the corresponding enquiry is placed in appropriate cover super scribing the same, failing which the bid will be liable for rejection.
- 19) No bidder shall be allowed to use any electronic gadgets viz., mobile phones, tablets etc during Tender opening/ or at any other meeting with BHEL for the purpose of this Tender, which if found would be liable for rejection of their bid.
- 20) The rate offered shall provide for the complete cost towards labour, supervision, profits & overheads, and all other incidentals, etc. Complete, Inclusive of applicable GST (As per BOQ) for this contract,
- 21) The works contract to be entered into with the successful Tenderer will be governed by BHEL General Conditions of Contract in force.
- 22) The Tenderer shall carry out health performance test at his cost for all the workmen engaged in the work through a registered medical practitioner and produce certificate on demand.
- 23) The contractor has to make his own arrangements to provide refreshment for the workmen deployed by him.
- 24) If any of the workers employed by the contractor is found to indulge in acts subversive of discipline, the same will be brought to the knowledge of the contractor and he shall arrange for replacement of such personnel.
- 25) Contractor/Authorized representative must be present at site to supervise the activities on day-to-day basis and for giving necessary instructions regarding the work to be carried out.
- 26) Statement of completed works with detailed certified shall be submitted by the contractor in the last week of every month for processing their bill.
- 27) Works shall be carried out as per relevant IS standards and rules adhering to necessary safety precautions.
- 28) The contractor should extend fullest co-operation with the third party agencies engaged, if any by BHEL to adhere the Quality Control Procedures ensuring quality.

NAME OF WORK: OUTSOURCING OF PRIVATE SECURITY SERVICE CONTRACT FOR BHEL RESIDENTIAL COMPLEX (BRC), ASHOK NAGAR, CHENNAI, FOR TWO YEARS.

Enquiry No: 9472300023/ 21.03.2023

- 29) GST will be charged on the forfeited SD amount from the bidder at the applicable rates. GST tax Invoice will be issued to the vendor on receipt/recovery of GST amount from the vendor.
- 30) In case of opening day falls on holiday or happened to be declared as a holiday, opening of the Tender shall automatically fall on the same timing of the next working day.
- 31) Expenses incurred by bidder towards preparation of bid incidental to Tender irrespective of whether it is accepted or not, shall be borne by vendor only.
- 32) The offers of the Tenderer / bidders who are on the banned / Hold / Under Interim Suspension list and also the offer of the bidders, who engage the services of the banned Hold / Under Interim Suspension firms, shall be rejected. The list of banned Hold / Under Interim Suspension firms is available on BHEL web site (www.bhel.com → Tender Notification → List of Banned Firms).
- 33) **The Parties who have been suspended or black listed or issued with “Show Cause Notice” by BHEL Trichy-14 or any other BHEL Unit will not be allowed to participate in the Tender and 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 black listed / barred from business transactions / under business hold, BHEL will not consider them for further participation in the Tender.**
- 34) Similarly, the offers of the bidders who are suspended (under hold/ delist) for business dealings by BHEL shall not be considered. Please note that lifting/ restoration of suspension (Ban/Hold/ De-list) of business dealing is not automatic after expiry of specified suspension period. Hence, vendor shall be considered as suspended for business till suspension is lifted by BHEL in writing on specific request of the vendor as per extant guidelines.
- 35) The contractor should extend full co-operation to the other contractors who may be doing other works in the same areas to enable them to execute their portions of work without any delay or difficulty.
- 36) BHEL, at its discretion, may extend the duration of contract, beyond initial contract duration, on mutual consent.
- 37) Contractor has to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, experience etc. acceptable to concerned department.
- 38) Contractors are advised that contract labours must be employed without any discrimination on caste or creed or religion or gender basis.
- 39) The contractor shall submit police verification certificate in respect of the persons, engaged for first time by the contractor, for delivering services.
- 40) The contractor by submitting the Tender undertakes that, they had never been found guilty by a court of law in India for any offence in involving fraud, dishonesty and moral turpitude. If at a later date, if it comes to the notice of BHEL about any such occurrences on the subject bidder, BHEL will have every right to reject the offer of such vendors at any point of time.
- 41) The Contractor shall ensure that his workmen movement is restricted to their relevant work areas only & shall vacate the premises after the shift is over.
- 42) If a Tender provides relaxation for vendors, and if a vendor fails to submit supporting documents, they will be treated at par with other vendors or their bid would be liable for rejection, wherever as the case may be.
- 43) In order to avoid unforeseen delay, it is advised that, any correspondence by vendor to BHEL shall be emailed to all the addressees instead of one individual, as mentioned in Tender. The correspondence through email wherever sought by BHEL shall be replied with all the addressees in ‘cc’ of the mail. Vendor shall furnish valid email id’s in the Tender and regularly verify the same.
- 44) The Tenderer/Bidder or any of his authorized personnel or agents will be granted permission by the BHEL to enter upon its premises and lands for the purpose of site visit. However, the bidder shall undertake that he, his personnel, and agents will be responsible against all liability in respect thereof, including death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

NAME OF WORK: OUTSOURCING OF PRIVATE SECURITY SERVICE CONTRACT FOR BHEL RESIDENTIAL COMPLEX (BRC), ASHOK NAGAR, CHENNAI, FOR TWO YEARS.

Enquiry No: 9472300023/ 21.03.2023

- 45) In general, Bidders shall themselves obtain all necessary information. A Bidder shall be deemed to have full knowledge of the Site, whether he inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed. The cost of visiting the Site shall be at the Bidders' own expense.
- 46) The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

28. Signing the Tender:

- Authorized signatory should have Power of Autonomy issued by MD or Board of Directors or authorized person for this purpose for quoting Tender and all procedures connected with, till finalization and execution of the Contract.
- The Tender shall be signed by the Authorized Signatory Only. Authorized signatory shall be the person holding 'power of attorney' on behalf of the firm / company / bidder-concerned authorized / empowered to act on behalf for the specific purpose.
- In case the Bidder is a Partnership Firm under Partnership Act, the Tender shall be signed by all the Partners of the firm or by the Managing Partner who have Signature and Seal of the Contractor authorized to do so or by a person holding the Power of Attorney on behalf of the Partnership Firm.
- A copy of the Partnership Deed and / or a copy of the Power of Attorney, Self-attested shall accompany the Proprietor or Partner of the Company.
- HEL will not be bound by any other Power of Attorney granted or the change in the composition of the firm made, subsequent to the execution of the Contract agreement. They may however recognize such Power of Attorney or change in status after obtaining legal advice and the cost involved in that connection shall be chargeable to the bidder concerned.

If Tenderer expires after the submission of his Tender or after the acceptance of his Tender the BHEL may, at their discretion, cancels such Tender. If a partner of a firm expires after submission of Tender or after the acceptance of the Tender, BHEL may cancel such Tender at their discretion unless the firm retain its character. The works executed in the own name of the Tenderer only will be considered for eligibility criteria.

NAME OF WORK: OUTSOURCING OF PRIVATE SECURITY SERVICE CONTRACT FOR BHEL RESIDENTIAL COMPLEX (BRC), ASHOK NAGAR, CHENNAI, FOR TWO YEARS.

Enquiry No: 9472300023/ 21.03.2023

SCOPE OF WORK, BILL OF QUANTITY (BOQ) & SPECIAL TERMS AND CONDITIONS OF THE CONTRACT:

1. WORK DESCRIPTION

- 1.1 To provide security services with 1 Senior Watchman (Male only) and 6 Security Guards (Male Only) as per Working Shift Matrix mentioned in Clause 2.1 at BHEL Residential Complex (BRC), Ashok Nagar, Chennai on all days of the week including Sundays and National Holidays/other Holidays for 24 Months from Date of PO / LoI.

2. BILL OF QUANTITIES (BOQ) & WORKING SHIFT MATRIX:

- 2.1 MINIMUM MANPOWER (To be provided on all days including Sundays and holidays. (731 days for 2 years) BHEL at its discretion can reduce or increase the minimum number of manpower required as per operational requirements.)

Category	No. of Personnel Required per day	Working Shift	Timings
Senior Watchman	1	General Shift 8 Hrs + 0.5 Hrs for Lunch	9.00 AM - 5.30 PM
Security Guard	6	1 No. for 8 hrs per Shift	6.00 AM - 2.00 PM 2.00 PM - 10.00 PM 10.00 PM - 6.00 AM

Gate to be manned by Security Guard	A-Shift 6.00 AM - 2.00 PM	B-Shift 2.00 PM - 10.00 PM	C-Shift 10.00 PM - 6.00 AM	No of Guard
Transit Flat Gate	1	1	1	3
Residential Complex Gate	1	1	1	3
Total per day	2	2	2	6

3. MANPOWER DEPLOYMENT:

- 3.1 The contractor shall provide security services at BHEL Residential Complex (BRC), Ashok Nagar, Chennai to carry out the duties under this contract.
- 3.2 No separate payment will be made by the company towards relievers for the personnel posted under this contract, since the charges payable includes Weekly Off/Leave/National Holidays/other Holidays.
- 3.3 The contractor shall ensure security personal deployed shall have good moral character and never have been convicted of a criminal offence by a court of law, physically fit without any permanent physical or mental disability and should be preferably in the age group of 35 to 55 years and compulsorily not above 58 Yrs.
- 3.4 Minimum height of the Security Guards/Senior Watchman must be 170 cms. and should have been trained in security & firefighting duties. They should know languages Tamil, Hindi and English.
- 3.5 The contractor must submit proof of fitness, including Police verification in respect of all Security Guard/Senior Watchman deployed at the premises obtained from the competent authorities after the award of contract date. If necessary designated BHEL official may instruct the contractor to get

NAME OF WORK: OUTSOURCING OF PRIVATE SECURITY SERVICE CONTRACT FOR BHEL RESIDENTIAL COMPLEX (BRC), ASHOK NAGAR, CHENNAI, FOR TWO YEARS.

Enquiry No: 9472300023/ 21.03.2023

- any Security Guard/Senior Watchman medically checked by an authorized company doctor at the contractor's expenses and withdraw him from duty if found unfit.
- 3.6 The contractor shall not substitute Security Guards/Senior Watchman with another without the approval of the company. They should be ready to attend duty in round the clock shifts at BHEL Residential Complex (BRC), Ashok Nagar, Chennai.
 - 3.7 The contractor shall provide each employee with an identity card with photograph.
 - 3.8 During the contract period of Twenty-Four months, in case of necessity, the company may ask the contractor to increase or decrease the staff with 30 days' notice, if so the contract value will be changed proportionately.
 - 3.9 If any Security Guard/Senior Watchman falls sick or found unfit for duty during his shift, he must be replaced immediately with a fit personnel to complete his assigned shift.
 - 3.10 The contractor shall ensure that security personnel are employed on 8 hours shift duties per day. Absenteeism if any, may have to be met by the contractor from out of the relievers only. The company shall not be responsible for payments for excess, additional duties performed on holidays and any overtime for extended hours of duty not approved by the company. For this the contractor shall maintain an attendance register and muster roll of payments for the employees which the assigned company officials shall be entitled to inspect.
 - 3.11 Any over payment made to the contractor whether due to fault of the contractor/BHEL shall be recoverable from the contractor as deduction from its pending/subsequent bills.
 - 3.12 The contractor shall disburse all payments due to the security personnel (inclusive of wages, bonus, gratuity / terminal benefits) by 7th of each month. Initially, the contractor should make payment to his security personnel on the earmarked date and should not cause any delay which may occur due to official sanctions and clearance.
 - 3.13 Delayed, non-payment or short payment of wages to his employees by the contractor shall be viewed seriously by the company and action including deduction from agency charges may be made by the company.

4. DUTIES:

Duties of the Security Guards / Senior Watchman and the contractor shall include the following:

4.1 SECURITY GUARDS:

- a) To prevent unauthorized entry of outsiders into the premises, deal with visitors, officials and employees courteously and politely and to maintain integrity, orderliness and discipline and be in proper prescribed neat and tidy uniform while on duty. Carry out all duties and tasks allotted by the competent officer / supervisor sincerely and to the best of his ability.
- b) To guard/patrol/check during day and night and ensure that no theft, pilferage, trespass, accident, nuisance, disturbance of peace and orderliness etc. takes place in the area of his duty. Patrolling around the complex perimeter by security guard shall be done at every one-hour interval. Check book to be signed by him on completion and countersigned by Senior watchman.
- c) To man entry points and regulate and check the flow of men, materials, transport vehicles etc. and ensure that the entry / exit is as per valid documents and records. Separate register to be maintained for the purpose.
- d) To apprehend immediately, produce before the supervisors or competent BHEL officer / supervisor any trespasser or person found in the area unauthorized and under suspicious circumstances.
- e) To seize goods not found in order or suspected to be stolen.

NAME OF WORK: OUTSOURCING OF PRIVATE SECURITY SERVICE CONTRACT FOR BHEL RESIDENTIAL COMPLEX (BRC), ASHOK NAGAR, CHENNAI, FOR TWO YEARS.

Enquiry No: 9472300023/ 21.03.2023

- f) To bring to the notice of his supervisor or the competent BHEL officer for any untoward occurrence on the premises, preferably in writing.

4.2 SENIOR WATCHMAN

- a) To deal with all visitors, officials and employees courteously and politely and maintain integrity, orderliness and discipline on the premises while on duty and be in proper prescribed uniform, exhibit proper courtesy and discipline and carry out tasks allotted by the competent officer of the company or the contractor in pursuance of the contract. Carry out liaison duties with the government authorities as required by the company official.
- b) Detailed check and supervise regularly the duties performed by security guards and enforce good behaviour and discipline.
- c) Carry out liaison duties with the government authorities as required by the company official.
- d) Should be trained to handle fire-fighting systems, administer First Aid in emergencies in BRC including Transit Flat.
- e) To carry out the internal investigation or enquiry in case of theft / fire, damage, accident etc. as required by the competent company official and send a report to the company official immediately.
- f) To maintain necessary documents as ordered by the competent company official within the scope of the contract and labour laws.
- g) To carry out any other duty assigned by the competent company official.

4.3 CONTRACTOR

- a) The contractor should submit bio data of all workers deployed at site to contract cell, BHEL Trichy before commencement of contract or within 15 days after commencement along with following documents:
 - I. Aadhar copy
 - II. Bank pass book front page / Cancelled Cheque
 - III. Vaccine certificate
 - IV. ESIC e - pehchan card
 - V. Police verification report / acknowledgement
 - VI. Medical fitness certificate
- b) The contractor shall arrange to post security guards/senior watchman at Transit Flat Gate and Residential complex gate such that guarding, patrolling whenever necessary in the areas/premises is done throughout 24 hours of the day, as per the instructions of company supervisor/ officer.
- c) In order to ensure that the security guards/senior watchman are able to discharge their duties, the contractor shall provide them with all necessary facilities in the form of uniforms, shoes and other items like whistle, torch, Lathi, batons etc. at his own cost.
- d) The contractor shall be responsible for the orderly and disciplined behaviour of his employees towards all, including company employees. The contractor will take suitable action against his employees responsible for misconduct and so named by the competent company official.
- e) The contractor shall ensure that any dispute between him and his employees i.e. security guards/senior watchman is settled outside the premises and he shall not utilize company's premises, property etc for this purpose.
- f) The contractor shall preserve all records maintained for the company and hand them over to the official concerned from time to time and positively at the end of the contract period. The contractor shall pay the wages to the security personnel as per the minimum wages fixed by Govt. of Tamil Nadu. The contractor shall issue salary slip to each employee every month indicating each component of payments and recoveries. A copy of the payment statement should be submitted to BHEL even if payment is made through ECS.

NAME OF WORK: OUTSOURCING OF PRIVATE SECURITY SERVICE CONTRACT FOR BHEL RESIDENTAL COMPLEX (BRC), ASHOK NAGAR, CHENNAI, FOR TWO YEARS.

Enquiry No: 9472300023/ 21.03.2023

- g) The contractor should ensure the payment of Minimum Wages as fixed by Govt. of Tamil Nadu from time to time, to their security staff and comply with other statutory requirements such as depositing statutory contributions to the authorities concerned regularly.
- h) The contractor should ensure the payment of PF & ESI remittance and the photocopies of the bank challan for payment of PF/ESI contribution paid as applicable in respect of security personnel covered under this contract along with an extract of persons employed at the respective sites shall be submitted by the contractor to the Competent Authority, HR and Admin of BHEL along with monthly bill.
- i) The contractor shall make available all the records required to be maintained under various statutes for verification by BHEL representatives as and when required.
- j) It will be open to BHEL to ask for replacement of any or all the staff if he/they do not fully meet BHEL security requirement. Alternatively, the contractor may withdraw his personnel for administrative reasons but they should be suitably replaced and be acceptable to BHEL. If the security guards/senior watchman are found undisciplined, he/they will be repatriated to the contractor immediately.
- k) The contractor will give certificate that security personnel posted at the respective site are his personnel and not drafted from other security agencies on deputation or attachment. Suitable certificate in this regard should be sent before deployment of security personnel at the respective sites.
- l) The contractor shall ensure that security staff attends duties in agency prescribed uniform (with logo) and required accessories only.
- m) Uniform: The contractor shall be responsible for providing proper uniform (with logo), shoes and other accessories including ceremonial gear to their staff. The uniform shall be maintained in neat and tidy condition and all the workers shall wear the uniform during duty hours. If found without uniform / shoes / cap/ belt/ name tab, the defaulting worker may be removed from duty at the discretion of BHEL and the agency will have to find a replacement immediately.
- n) Contractor shall supervise the performance of the security guards/senior watchman adequately and ensure that performance and turnout are such that the purpose of the contract is fully achieved.
- o) In the event of change of workplace as per the requirement of BHEL to any other location in Chennai Area, the Contractor shall continue to provide the security services to its new location without any distraction or additional costs.
- p) Provision and expenses related to refreshments like tea, bottled water, food etc for the security guards/senior watchman deployed at BRC is under Contractor's scope. No additional payment will be made on this account.

5. CONTRACT PAYMENT TERMS:

- 5.1 Payment will be made after 45 days of issue of CRAC / SDA for MSE Vendor, 60 days of issue of CRAC / SDA for Medium Enterprises & 90 days of issue of CRAC / SDA for Non MSE vendors on completion of work/ service entry sheet, on monthly basis on acceptance and certification of bills by BHEL in-Charge.
- 5.2 In lieu of services offered by the contractor, the company shall pay at the rate agreed to during the validity of the contract (details as per Letter of Intent). However, the payment will be subject to production of proof regarding minimum wages payable as per Government of Tamil Nadu notification applicable from time to time.
- 5.3 The Contractor should submit the bill within a week after at the end of each month in triplicate copies detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the respective area HOD separately details of their claims for the work done by them up to and including the previous. He should in addition furnish a clear certificate to the effect that the claims submitted by him as

NAME OF WORK: OUTSOURCING OF PRIVATE SECURITY SERVICE CONTRACT FOR BHEL RESIDENTAL COMPLEX (BRC), ASHOK NAGAR, CHENNAI, FOR TWO YEARS.

Enquiry No: 9472300023/ 21.03.2023

aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report. Payment will be at the sole discretion of BHEL.

- 5.4 Along with bills, Contractors has to furnish copy of the following documents for further processing of bills:
- Copy of payment challan of previous Month / Quarter as proof of deposit of GST along with a certificate from the Contractor that GST collected from BHEL has been remitted to tax authorities
 - Any other relevant document which is required from time to time as per BHEL requirement.
 - If the Contractor is not registered for any statutory obligation and not liable thereto, then a declaration shall be submitted along with offer that they are within the threshold limit.
- 5.5 If the Contractor is not registered for any statutory obligation and not liable thereto, then a declaration should be submitted along with offer that they are within the threshold limit.
- 5.6 No advance may be paid for operational or any other expenses.
- 5.7 Goods and Services tax will be payable extra by BHEL at prevailing rates and corresponding TDS will be made as per Government norms.
- 5.8 The contractor's services rendered is accounted for the calendar month. As such contractor's bills will be forwarded to the Admin department in duplicate by 1st of each month. The monthly service bill shall be accompanied by documents i.e. Attendance statements, wage register for the month, copies of PF/ESI challans and any other documents as required by BHEL or as applicable under the laws in force.

6. LIQUIDATED DAMAGES (LD)/PENALTY:

- 6.1 The following instances will attract Penalty from the Contractor's running bills (or) Security Deposit as applicable: -
- 6.1.1 Start of services should be made by the contractor in accordance with the time schedule specified in the work order. In case the services are not started on the stipulated date as indicated in the work order, BHEL reserves the right to cancel the work order and/or recover liquidated damage charges to the extent of the charges incurred by BHEL in making alternative arrangements along with penalty of Rs. 1000/- per day for the delay period.
 - 6.1.2 If the contractor fails to make payment of wages of his employees though bank into the individual employees bank accounts within 7 days from the last day of wage period through EFT penalty of Rs. 1000/- per day for the delay period, irrespective of number of employees in this contract. If the seventh day from the last day of wage period falls on Sunday / Holiday, payment has to be done on the previous working day.
 - 6.1.3 If the contractor fails to make payment of ESI and PF amount to the statutory authority to his employees working in this contract on or before 20 day from the last day of wage period penalty of Rs. 500/- per day for the delay period, irrespective of number of employees in this contract.
 - 6.1.4 Failure in maintaining the Stipulated Services on any day up to the desired standard in part / full (or) delay in supply / short-supply of minimum quantity of materials per month (or) delay in supply of tools beyond the stipulated date in this Tender: In each such occurrence, an amount of Rs.1,000/- (Rupees one Thousand only) per day will be recovered.
 - 6.1.5 Failure in maintaining specified minimum manpower or as instructed by BHEL –in-charge per day: A penalty at the rate of Rs1000/- (Rupees One Thousand only) per day per person not engaged for the work will be recovered. The penalty is applicable for shortage due to absence of reliever against off / leave / holidays etc.
- 6.2 Cancellation of the work order shall be at the risk and responsibility of the contractor and BHEL reserves the right to award the work at the risk and cost of the defaulting contractor.
- 6.3 In the event of any successful Tenderers 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.,

NAME OF WORK: OUTSOURCING OF PRIVATE SECURITY SERVICE CONTRACT FOR BHEL RESIDENTIAL COMPLEX (BRC), ASHOK NAGAR, CHENNAI, FOR TWO YEARS.

Enquiry No: 9472300023/ 21.03.2023

demurrage etc., will be fully recovered from the contractor who failed to complete the job in line with the Contract

- 6.4 For the purpose of imposing the above mentioned penalties, the decision of BHEL In-Charge will be final and binding on the contractor and shall not be subject to any dispute 'or' arbitration.
- 6.5 Any deficiency in work as mentioned in this contract will lead to penal charges to the extent of work affected in terms of percentage or on pro-rata basis, as decided by BHEL. Deficiency continued will lead to termination of contract. Also, risk purchase clause will be operated to complete the work. i.e. alternate arrangement will be made by BHEL and any excess expenditure incurred in this regard will be recovered from contractor as mentioned below.
- i. Dues available in the form of Bills payable to contractor / supplier, SD, BG's against the same contract.
 - ii. Dues payable to contractor / supplier against other contracts in the same Region / Unit / Division of BHEL.
 - iii. Dues payable to contractor / supplier against other contracts in the different Region / Unit / division of BHEL.
 - iv. Legal Options for recovery of dues payable by the supplier / contractor.

7. LIABILITY OF CONTRACTOR FOR LOSSES ETC. SUFFERED BY BHEL

- 7.1 If any theft/loss of property of BHEL Residential Complex (BRC), Ashok Nagar, Chennai occurs the same is found correct by joint investigation of BHEL and Contractor's representative and if it is within the ambit of security in expressed terms , the Contractor shall pursue payment of compensation through the Fidelity Guarantee Insurance i.e. Rs 5,00,000/- (Rupees Five Lakhs only) floated for all the contracted personnel to make the loss good to the extent of coverage only if the Contractor's personnel were found at fault and form part of their official duty.
- 7.2 The Contractor shall be required to indemnify BHEL from any consequences arising out of and during the course of deployment of security guards/senior watchman at BHEL Residential Complex (BRC), Ashok Nagar, Chennai.

8. CONTRACTOR'S SUPERVISION

Point of contact:

- 8.1 The Contractor shall either himself supervise the execution of the contract or shall appoint a competent supervisor acceptable to BHEL Officials.
- 8.2 Orders given to the Contractor's supervisor shall be considered to have the same force as if they have been given to the Contractor himself.
- 8.3 The Contractor or his accredited agent shall attend when required without making any claim for doing so to the OFFICER-INCHARGE, to receive instructions.
- 8.4 The BHEL 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.

9. Tender Price:

- a. Unless explicitly stated in the Tender document, the contractor shall be responsible for the whole works, based on the schedule of works, bill of quantities and payment shall be made as per accepted rates based on the activities carried out as in the scope of work.

NAME OF WORK: OUTSOURCING OF PRIVATE SECURITY SERVICE CONTRACT FOR BHEL RESIDENTAL COMPLEX (BRC), ASHOK NAGAR, CHENNAI, FOR TWO YEARS.

Enquiry No: 9472300023/ 21.03.2023

- b. While quoting the “LUMPSUM RATE”, bidders should consider all cost elements like financing cost, cost of maintenance of accounts, insurance-premium overheads, profit margins, conveyance charges, amount of security deposit, statutory requirements / obligations, contractual obligations and any other expenditure as deemed relevant by the bidder or cost of any other item under its scope and to meet any expenses / exigencies so as to ensure continuity of services. While quoting the price, the bidder must keep in view the prevailing applicable minimum wages of the Government of Tamilnadu. It is the responsibility of the bidder to educate himself about all obligations to be performed under the contract, the financing cost, administrative expenses, statutory liabilities, etc and then submit the price accordingly
- c. The bidders are advised to quote the “LUMPSUM RATE” in terms of total charges arrived. The rate quoted in the price bid shall be inclusive of GST. GST shall be payable as applicable on actual.
- e. Lowest “rate” received against the Tender need not be 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 if L1 price is not the lowest-acceptable price to them inter-alia other reasons.

10. Applicable Contractual Variations

Within the validity or any extension of contract thereof, “Service charge amount” shall remain Firm (in terms of percentage) without any escalation / variation for any reason, whatsoever, unless specifically provided herein. Contractor’s obligation shall remain unaffected by such escalation / variation. However, during the validity of contract period, the contract value will vary (applicable only for minimum manpower estimate and not applicable for overhead and profit) depending on the followings:

- a. Rates of basic plus VDA (subsequent to floating of this Tender), as & when notified by Govt. of Tamilnadu will be applicable in the contract and accordingly the monthly bills of the contractor will get amended against the documentary evidence.
- b. Rates of EPF / EPS / EDLI / ESI /Min. monthly bonus etc. (subsequent to floating of this Tender), as & when notified by governing statutory authorities will be applicable in the contract and accordingly the monthly bill(s) of the contractor will get amended against the documentary evidence.

NAME OF WORK: OUTSOURCING OF PRIVATE SECURITY SERVICE CONTRACT FOR BHEL RESIDENTIAL COMPLEX (BRC), ASHOK NAGAR, CHENNAI, FOR TWO YEARS.

Enquiry No: 9472300023/ 21.03.2023

II. GENERAL TERMS & CONDITIONS OF CONTRACT

1. Definition:

In these General Conditions of Contract, the following terms shall have, I 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 respective area HOD 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 DGM / WCM 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 Conditions:

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/WCM. 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. Work to Be Carried Out:

The Contract shall include all labour 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.

NAME OF WORK: OUTSOURCING OF PRIVATE SECURITY SERVICE CONTRACT FOR BHEL RESIDENTIAL COMPLEX (BRC), ASHOK NAGAR, CHENNAI, FOR TWO YEARS.

Enquiry No: 9472300023/ 21.03.2023

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. Earnest Money Deposit (EMD) & Security Deposit (SD):

Earnest Money Deposit (EMD):

Tender must be accompanied by Earnest Money for the amount mentioned in Tender notice, pledged to BHEL, Trichy in any of the forms mentioned below.

Modes of Deposit:

The EMD shall be accepted only in the following forms:

- (i) Electronic Fund Transfer credited in BHEL account (before Tender opening) or
- (ii) Demand Draft (DD) in favor of BHEL Trichy (along with offer) or

In addition to above, the EMD in excess of Rs Two lakh may also be accepted in the form of Bank Guarantee(BG) from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months. This means, for eg., If EMD stipulated for a Tender is ₹ 2.50 lakhs, ₹ 2 lakhs shall be deposited in any of the above (2) modes and the balance ₹ 0.50 lakhs shall be given as bank guarantee". However, if a Tender has an EMD amount equal to or less than ₹ 2 lakhs, then BG cannot be accepted for EMD. Vendor should exercise caution while taking modes of EMD for appropriate amount, as per Tender, failing which their offer is liable to be rejected.

Forfeiture of EMD / SD:

EMD by the Tenderer will be forfeited as per Tender documents if

- i) After opening the Tender and within the offer validity period, the Tenderer revokes his Tender or makes any modification in his Tender or increase his earlier quoted rates.
- ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.
- iii) If only, a part of the work included in the Tender has been awarded to the Tenderer and the Tenderer refuses to take up the work, the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.

General Terms related to EMD:

Earnest Money Deposit (EMD) will not carry any interest.

Earnest Money Deposit (EMD) of the successful Tenderer will be retained as part of Security deposit.

The Earnest Money Deposit (EMD) will be refunded to the unsuccessful Tenderers normally within 15 days of acceptance of the award of work by successful Tenderer / expiry of offer validity period
Security Deposit (SD):

The contractor whose Tender has been accepted shall, furnish security deposit within seven days of receipt of the notification of acceptance of his Tender, as indicated. Security deposit shall be @ 5 % of Contract value.

After issue of LOI / Work Order intimation, if the Contractor fails to commence the work within 15 Days or as indicated in LOI / Work Order, and do not complete the work in total as per the terms & conditions of tender, EMD / SD deposited by the Contractor will be forfeited and suitable action will be taken as per GeM GTC.

SD conversion of EMD

EMD of the successful Tenderer shall be converted and adjusted towards the required amount of Security deposit (SD):

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:

NAME OF WORK: OUTSOURCING OF PRIVATE SECURITY SERVICE CONTRACT FOR BHEL RESIDENTAL COMPLEX (BRC), ASHOK NAGAR, CHENNAI, FOR TWO YEARS.

Enquiry No: 9472300023/ 21.03.2023

- j) 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
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 favor 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.

Collection of Security Deposit:

- LOI will be issued seperately through mail, Security Deposit has to be deposited within 15 days of LOI. Else EMD will be forfeited and may also attract the provision as per GeM GTC.
- At least 50% of the required Security Deposit, including the EMD, should be paid by the Contractor before placing the work order in GeM.
- Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.
- If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.
- 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 or 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 Bank Guarantee shall be kept valid until the due date for refund of Security Deposit.

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

REFUND OF SECURITY DEPOSIT:

Security Deposit will be refunded on completion of the work and after the expiry of the maintenance period, if any, provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE". In case no maintenance period is applicable, then 100% of security Deposit will be refunded after providing "NO DEMAND CERTIFICATE" by the contractor as per format provide by BHEL.

NAME OF WORK: OUTSOURCING OF PRIVATE SECURITY SERVICE CONTRACT FOR BHEL RESIDENTAL COMPLEX (BRC), ASHOK NAGAR, CHENNAI, FOR TWO YEARS.

Enquiry No: 9472300023/ 21.03.2023

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

At the time of bill passing, the contractor shall submit the copy of the remitted GST challan of previous month / Quarter as proof of GST remitted to tax authorities and also a Certificate Stating that "GST Collected from BHEL has been remitted to tax authorities".

For services / supplies after implementation of New GST Return System i.e. from 01/10/2019, the following conditions will apply and contractor shall fully comply to the below points.

- a) Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration Number (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 GSTN portal. The unregistered dealer as well as the composition dealer has to submit an undertaking stating that they will not claim GST during the execution of the contract even if their status under GST changes to regular tax payer. The dealer has to submit necessary documents if there is any change in status under GST.
- b) 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. **Wherever E-Invoice is applicable, the tax invoice/ CN / DN submitted by the vendor must contain the QR code generated in E-Invoice Portal & IRN.**
- c) All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
- d) Invoices will be processed only upon completion of statutory requirement and further subject to following:
 - i. Vendor declaring such invoice in their GSTR-1 Return/ IFF
 - ii. Receipt of Goods or Services and Tax invoice by BHEL
- e) As the continuous uploading of tax invoices in GSTN portal (in GSTR-1/ IFF) is available for all (i.e. both Small & Large) tax payers, 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 GSTN 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 GSTR-2A/ GSTR-2B).
- f) 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.
- g) 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.
- h) 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.
- i) 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.
- j) 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.

NAME OF WORK: OUTSOURCING OF PRIVATE SECURITY SERVICE CONTRACT FOR BHEL RESIDENTAL COMPLEX (BRC), ASHOK NAGAR, CHENNAI, FOR TWO YEARS.

Enquiry No: 9472300023/ 21.03.2023

- k) 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 will be generated in GSTN portal subsequent to vendor accepting the TDS deduction in the GSTN portal & the vendor can directly download the Certificate from the GSTN Portal.
- l) In case any changes in taxes and duties as per Gov. Notification (including GST), the same shall be applicable from time to time.
- GST will be charged on the**
- 1. EMD/SD amount forfeited from the bidder at the applicable rates.**
 - 2. Risk purchase amount forfeited from the bidder at the applicable rates**
- GST tax Invoice will be issued to the vendor on receipt/recovery of GST amount from 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 the 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, thereunder from time to time.
3. Contractor shall be responsible for making payment of wages within 7 days 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. If the 7th days falls on Sunday or holiday the payment should be made on the previous working day
4. Contract labours has to sign the filled in wage register in front of the area in-charge of contract operating department and area in-charge should certify the wage register for payment to the Contract labours only after signed by all the contract labours in filled wage register.
5. Contractor shall have/ obtain license under the Contract Labour (Regulation and Abolition) Act-1970.
6. **Contractor should ensure that at least the prevailing minimum wages and pay minimum wages stipulated from time to time as per latest Minimum rates of wages as applicable for "Employment in General Engineering and Fabrication Industry by the Tamil Nadu Government inclusive of bonus after remitting PF & ESI contributions, are paid to his employees only in their respective nationalized bank accounts by means of NEFT/ RTGS/ IMPS.**
Any changes in manpower should be informed to the executive in-charge of Contract execution department before engaging them along with the details.

While submitting the bills, the contractor should submit a proof of payment made to employees only through nationalized bank, along with PF and ESI contribution challans to Welfare Section every

NAME OF WORK: OUTSOURCING OF PRIVATE SECURITY SERVICE CONTRACT FOR BHEL RESIDENTAL COMPLEX (BRC), ASHOK NAGAR, CHENNAI, FOR TWO YEARS.

Enquiry No: 9472300023/ 21.03.2023

month for effecting payment by BHEL. Otherwise payment to the bills will not be processed.

In addition, the contractor has to submit wage register as a proof for payment of Minimum wages as per prevailing acts, for getting payment from BHEL.

7. The contractor shall 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. The relevant Bank statement/proof of payment should be produced along with PF and ESI challans every month.

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.

8. 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.
9. **Each contract employees must have his own PF and ESI Codes and comply with the relevant Acts.**
10. **The Contract workers should be fully aware of safety measures and observe all safety precautions during work. The Contractor should also make his own arrangements to provide requisite safety devices to the workers, based on the nature of work. Any accident / incident occurring to his workers in Company's premises should be reported in writing by the Contractor to Safety, Welfare and Line Executive concerned.**
11. Contractor shall maintain proper records of PF, EDLI, Pension, ESI contribution, administrative charges etc., wherever applicable and shall produce proof of deductions as well as remittances. Contractor shall issue wage slips to his employees. Indicative lists as follows, which shall be maintained neatly, completely and legibly for inspection by various statutory authorities and the company officials even at short notice:
 - (a) Form XIII - Register of Workmen employed by contractor
(Rule 75)
 - (b) Form XIV - Employment card issued by contractor (rule
76)
 - (c) Form XVI - Muster Roll (Rule 78(1) (a) (i)
 - (d) Form XVII - Register of Wages (Rule 78(1) (a) (i)
 - (e) Form XVIII - Register of wages-cum Muster Roll (in case of
weekly Payment)
 - (f) Form XIX - Wage Slip (Rule 78) (b)
 - (g) Form XX - Register of deduction for damages of loss
(Rule (78) (1) (a) (ii)
 - (h) Form XXI - Register of files (Rule 78) (1) (a) (ii)
 - (i) Form XXII - Register of advance (Rule 78) (1) (a) (ii)
 - (j) Form XXIII - Register of overtime (Rule 78) (1) (a) (iii)
 - (k) Form XXIV - Return to be sent by the contractor to
licensing officer (Rule 82)
 - (l) any other records/registers required to be maintained by the contractors
under statutory provisions applicable to him.

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.

NAME OF WORK: OUTSOURCING OF PRIVATE SECURITY SERVICE CONTRACT FOR BHEL RESIDENTAL COMPLEX (BRC), ASHOK NAGAR, CHENNAI, FOR TWO YEARS.

Enquiry No: 9472300023/ 21.03.2023

14. Damage & Loss to Private 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 Indian Laws shall govern the contract 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 with 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 Insolvency Assignment of Transfer 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.

NAME OF WORK: OUTSOURCING OF PRIVATE SECURITY SERVICE CONTRACT FOR BHEL RESIDENTIAL COMPLEX (BRC), ASHOK NAGAR, CHENNAI, FOR TWO YEARS.

Enquiry No: 9472300023/ 21.03.2023

- 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 behavior in dealing with employees of BHEL. Any misbehavior 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 for 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.

NAME OF WORK: OUTSOURCING OF PRIVATE SECURITY SERVICE CONTRACT FOR BHEL RESIDENTAL COMPLEX (BRC), ASHOK NAGAR, CHENNAI, FOR TWO YEARS.

Enquiry No: 9472300023/ 21.03.2023

23. Force Majeure Clause:

As per GeM GTC

24. BENEFITS TO STARTUPS:

Start-up companies will be exempted from remitting EMD as per government norms. In terms of work Experience & Turnover, such vendors need to meet atleast 50% of Financial turnover & atleast 50% of similar experience on eligibility criteria in the tender.

For availing start-up benefits, relevant certificates issued by Department for Promotion of Industry and Internal Trade shall be submitted along with the tender.

25. Preference to Make in India:

For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/ Nonlocal supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT".

26. SUBMISSION OF BILLS BY CONTRACTOR: Bills should be submitted within a week after execution of work during the calendar month. The Contractor shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the end user / executing agency, separately details of his claims for the work done by him up to and including the previous month which are not covered by his contract agreement in any of the following respects:

- a) Deviation from the items provided in the contract documents.
- b) Extra items / new items of work.
- c) Items in-respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report.
- d) Tenderer has to quote rates both in figures and in words for all the items given in the Bill of Quantities provided.
- e) Along with bills, Contractors has to furnish self-attested copy of the following documents for further processing of bills:
- f) Copy of PAN card.
- g) Documentary proof for payment of PF/ESI (for the last month) with respect to the employees engaged by the contractor with payment details relating to individual names to be submitted.
- h) Copy of payment challan of previous Month / Quarter as proof of deposit of GST along with a certificate from the Contractor that tax collected from BHEL has been remitted to tax authorities.
- i) If the Contractor is not registered for any statutory obligation and not liable there to, then a declaration shall be submitted along with offer that they are within the threshold limit.

Any other relevant document which is required from time to time as per BHEL requirement.

27. PAYMENT OF BILLS: All payments to be made to the contractor, under this contract shall be through Electronic Fund Transfer (EFT) only as per payment terms.

- a) Payment will be made after completion of work as per tender conditions on acceptance and certification of bills by respective area Executive in charge.
- b) Statutory deduction like IT etc. will be deducted from contractor payment as required by Law.

EXTENTION OF CONTRACT: One or more extensions of the Contract may be done with mutual agreement between BHEL, Trichy and the approved Contractor. Such agreements shall be based on acceptance of the lowest rates and terms & conditions of the corresponding contract.

28. PROVISION FOR MICRO & SMALL ENTERPRISES (MSE) SUPPLIERS.

1. MSE suppliers can avail the intended benefits only if they submit along with UDYAM certificate

NAME OF WORK: OUTSOURCING OF PRIVATE SECURITY SERVICE CONTRACT FOR BHEL RESIDENTAL COMPLEX (BRC), ASHOK NAGAR, CHENNAI, FOR TWO YEARS.

Enquiry No: 9472300023/ 21.03.2023

2. Definitions of MSEs owned by Women is under:
 - a) In case of proprietorship firm, proprietor must be woman.
 - b) In case of partnership firm, the women partners must be holding at least 51% shares in the unit.
 - c) In case of private limited companies, at least 51% share must be held by women promoters.
3. Definitions of MSEs owned by SC/ST is under:
 - a) In case of proprietorship firm, proprietor must be SC/ST.
 - b) In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit.
 - c) In case of private limited companies, at least 51% share must be held by SC/ST promoters.
 - d) Authorized Offices to Issue SC/ST certificate. The caste/Tribe/Community certificate issued by the following authorities in the prescribed form for SCs/STs can be considered.
 - i District Magistrate / Additional District Magistrate / Collector / Deputy commissioner / Additional Deputy commissioner / Deputy collector/ 1st class stipendiary magistrate/ Sub divisional Magistrate/ Taluka Magistrate/ Executive magistrate/ Extra Assistant commissioner.
 - ii Chief Presidency magistrate/ Additional chief presidency magistrate/ Presidency magistrate.
 - iii Revenue Officer not below the rank of tahsildar.
 - iv Sub-Divisional officer of the area where the individual and/ or his family normally resides.
 - v To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.
4. Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the Tender is to be submitted through GeM portal, then the above required documents are to be uploaded on the portal.
5. However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers at the time of Tender evaluation.
6. The MSEs who have applied for registration or renewal of registration with any of the above agencies/bodies, but have not obtained the valid certificate as on closing date of the Tender, are not eligible for exemption/preference.
7. If non-MSE vendor is L1, participating MSE quoting price within price band of L1+15 % shall be counter-offered L1 rate)s .(If the MSE vendor)s (accepts the counter-offered L1 rate)s(, then as the contract cannot be split, the full /complete supply of total tendered value shall be awarded to MSE. (To be agreed by bidder)

29. CRITERIA FOR AWARD OF WORK:

Evaluation of the offer shall be done on “Net Cash outflow to BHEL after taking into account applicable Taxes and Duties “and overall (package) L1 basis. The L1 position based on the quoted values (subject to calculations) excluding applicable Goods & Services tax (GST), will not necessarily mean L1 for a vendor, but the net liability to BHEL, after considering the Goods & Services tax (GST) criteria for all the vendors who had participated in the Tender. In case of exemption from the payment of Goods & Services tax (GST), the vendor has to submit a declaration along with the Tender. For such exempted vendor, Vendor cannot claim GST from BHEL, during the execution of the contract (if awarded) even if their status under GST changes to regular tax payer. **The Evaluation currency for this Tender shall be INR.**

30. Arbitration and conciliation:

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the contract/Tender which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted as per GeM GTC

NAME OF WORK: OUTSOURCING OF PRIVATE SECURITY SERVICE CONTRACT FOR BHEL RESIDENTAL COMPLEX (BRC), ASHOK NAGAR, CHENNAI, FOR TWO YEARS.

Enquiry No: 9472300023/ 21.03.2023

Appendix I

FORMAT FOR SEEKING CONSENT FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC

To,

M/s. (Stakeholder's name)

Sub: Resolution of the Disputes through conciliation by Independent Expert Committee (IEC).

Ref: Contract No/MoU/Agreement/LOI/LOA& date _____.

Sir,

With reference to above referred Contract/MoU/Agreement/LOI/LOA, you have raised certain Disputes/claims. Vide your letter dated___ you have requested BHEL to refer the Disputes/claims to IEC for Conciliation.

We are enclosing herewith Format (3) for giving consent and the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. You are requested to give your unconditional consent to the said terms and conditions of the Scheme by returning the same duly sealed and signed on each page. On receipt of your consent, matter will be put to the Competent Authority for consideration and decision.

Please note that BHEL has also certain claims against you (if applicable). BHEL reserves its right to agree or not to agree conciliation of the said disputes through BHEL and this letter is being issued without prejudice to BHEL's rights and contentions available under the contract and law.

Yours faithfully,

Representative of BHEL

Appendix II

FORMAT FOR GIVING CONSENT BY CONTRACTOR / VENDOR / CUSTOMER / COLLABORATOR / CONSORTIUM PARTNERS FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC

To,
BHEL

.....
Sub: Resolution of Disputes through Conciliation by Independent Expert Committee (IEC).

Ref: Contract/MoU/Agreement/LOI/LOA No & date___

With reference to above referred contract, our following bills/invoices/claims submitted to BHEL are still unpaid giving rise to Disputes:

SL. no.	Claim Description	Bill submitted to BHEL (no. and date)	Amount of the bill/claim	Amount received from BHEL	Outstanding Amount

Accordingly, we request you to kindly refer the Disputes in respect of above claims to IEC for Conciliation.

We hereby agree and give our unconditional consent to the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. We have signed the same on each page and enclosed it for your consideration. Yours faithfully,

(Signature with stamp)

Authorized Representative of Contractor

NAME OF WORK: OUTSOURCING OF PRIVATE SECURITY SERVICE CONTRACT FOR BHEL RESIDENTAL COMPLEX (BRC), ASHOK NAGAR, CHENNAI, FOR TWO YEARS.

Enquiry No: 9472300023/ 21.03.2023

Name, with designation Date

Appendix III

STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO THE IEC BY BOTH THE PARTIES

1. Chronology of the Disputes
2. Brief of the Contract/MoU/Agreement/LOI/LOA
3. Brief history of the Disputes:
4. Issues:
5. Details of Clam(s)/Counter Claim(s):

SI. No.	Description of claim(s)/ Counter Claim	Amount (in INR) Or currency applicable in the contract	Relevant contract clause

6. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract).

Note– *The Statement of Claims/Counter Claims may ideally be restricted to maximum limit of 20 pages. Relevant documents may be compiled and submitted along with the statement of Claims/Counter Claims. The statement of Claims/Counter Claims is to be submitted to all IEC members and to the other party by post as well as by email.*

31. JURISDICTION:

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

32. SECRECY 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.

33. 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 authorized 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 authorized to do so, shall accompany the contract.

34. 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”.

NAME OF WORK: OUTSOURCING OF PRIVATE SECURITY SERVICE CONTRACT FOR BHEL RESIDENTIAL COMPLEX (BRC), ASHOK NAGAR, CHENNAI, FOR TWO YEARS.

Enquiry No: 9472300023/ 21.03.2023

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

35. RISK PURCHASE:

In case of abnormal delays (beyond the maximum late delivery period as per LD clause) or non-fulfilment of any other terms and conditions given in work order, BHEL may cancel the work order in full or part thereof, and may also make a contract of such work/service from elsewhere / alternative source at the risk and cost of the original contractor. BHEL will take all reasonable steps to complete the contract obligations from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract. Risk & cost clause, in line with conditions of contract may be invoked in any of the following cases:

1. Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution.
2. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
3. Non completion of work / Non-supply by the contractor within scheduled completion/delivery period as per contract or as extended from time to time, for the reason attributable to the contractor.
4. Termination of contract on account of any other reason (s) attributable to contractor.
5. Assignment, transfer, subletting of contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
6. Non-compliance to any contractual condition or any other default attributable to contractor.

Risk and Cost amount against balance work will be calculated 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 to 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.

Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

However, increase in quantities on account of additional scope in new Tender shall not be considered for this purpose.

GST will be applicable against the Risk and cost amount.

NOTE: In case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount.

36. Biometric Entry/Exit System for Contract Workmen:

1. The Entry/Exit of the employees engaged by contractor is to be regulated only through Biometric system.

NAME OF WORK: OUTSOURCING OF PRIVATE SECURITY SERVICE CONTRACT FOR BHEL RESIDENTAL COMPLEX (BRC), ASHOK NAGAR, CHENNAI, FOR TWO YEARS.

Enquiry No: 9472300023/ 21.03.2023

2. The contractor should arrange photo coverage for all his/her employees within the above stipulated time.
3. The contractor has to submit FORM-I for all his/her contract employees. All the particulars required in FORM-I are to be provided by the contractor without fail.
4. Every employee of the Contractor shall be provided with Employment Card as per Form XIV (as per Rule 76 of the Contract Labour (Central) Rules, 1971 and the contractor shall instruct its employees to carry the Employment Card as well as Entry Card without fail, while entering/exiting factory.
5. The contractor should educate his employees in registering the attendance through the system.
6. Whenever a contract employee migrates or leaves service of the contractor, the contractor has to surrender the biometric card of the particular employee to Contract Cell with immediate effect, without fail.
7. On completion of the work, the contractor has to surrender all the biometric entry cards issued to its employees immediately to the contract cell. Otherwise, an amount of Rs.200/- per card will be deducted from the final bill/security deposit of the contractor.
8. If any contract employee lose his/her entry card, the contractor shall arrange a duplicate entry card for the employee by paying an amount of Rs.200/-.
9. The Contractor is totally responsible for the biometric cards issued to his/her employee.
10. The Contractor has to indemnify BHEL for all the damages and losses caused by his/her employees.

37. 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.)

38. Government Law's covering Under This Contract:

1. The Factories Act, 1948:

Section 32: Floors, stairs and means of access shall be properly maintained to ensure safety. Every place of working should have safe access. When any person has to work at a height from which he is likely to fall, provision shall be made, so far as is reasonably practicable, by fencing or otherwise, to ensure the safety of person so working.

2. Tamil Nadu Factories Rules, 1950

Rule 55: Hoists and Lifts & Rule 55A. Lifting machines, chains, ropes and lifting tackles: Shall be maintained in good condition, thoroughly inspected and examined by competent persons and records to be maintained.

Rule 57: Excessive Weights: No person shall, unaided by another person, lift, carry or move by hand or on head, any material, article, tool or appliance exceeding the maximum limit in weight set out in the schedule (50 kg for adult male and 30 kg for adult female).

Rule 61E: Machinery and plant: No machinery, plant or equipment shall be constructed, situated, operated or maintained in any factory in such a manner as to cause risk of bodily injury.

Rule 61F: Methods of Work: No process or work shall be carried on in any factory in such a manner as to cause risk of bodily injury.

Rule 61G: Stacking and storing of materials etc.: No materials or equipment shall be stacked or stored in such a manner as to cause risk of bodily injury.

Rule 61-K. Examination of eye sight of certain workers: No person shall be employed to operate a crane or to give signals to crane operator unless his eye sight and colour vision have been examined and declared fit by a qualified ophthalmologist.

NAME OF WORK: OUTSOURCING OF PRIVATE SECURITY SERVICE CONTRACT FOR BHEL RESIDENTAL COMPLEX (BRC), ASHOK NAGAR, CHENNAI, FOR TWO YEARS.

Enquiry No: 9472300023/ 21.03.2023

Rule 61-N and Rule 61- O: Workers to be provided with Personal Protective equipment suitable for the hazards and should be of good quality / have certification by Indian Standard Institute.

Note: For the type of work envisaged, personal protective equipment such as helmet, safety shoes and gloves are essential.

Rule 96: Notification of accidents: Shall be complied with as required in the Factories Act (Section 88 and Section 88A) and Tamil Nadu Factories Rules.

The Contractor shall in respect of Personnel employed by him either directly or through sub-Contractors, comply with or cause to be complied with following statutory provisions and rules and in regard to all matters provided therein.

The Contract Labour (Regulation & Abolition) Act 1970 and the related Rules.

- a. The minimum wages Act 1948 and the related rules
- b. The payment of wages Act 1936 and the related rules.
- c. The Factories Act 1948 and related Tamil Nadu Rules.
- d. The Employees' Provident Fund & Miscellaneous provisions Act 1952.
- e. The Employees State Insurance Act 1948.
- f. Workmen Compensation Act 1923 Payment of Bonus Act 1965
- g. Maternity Benefit Act, 1961
- h. Payment of Gratuity Act, 1972
- i. Inter-State Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1979
- j. Equal Remuneration Act, 1976
- k. Industrial Employment (Standing Order) Act, 1960 (In case of engaging 100 or more personnel)
- l. The Industrial Disputes Act 1947

3. Information technology act 2000

And any other law, or modifications to the above or to the rules made there under from time to time.

39. STATUTORY REQUIREMENTS:

- a. All statutory requirements under Minimum Wages Act, 1948, Factories Act 1948, Workmen Compensation Act 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, GST Act and all other applicable Acts shall be complied with by the Contractor.
- b. Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- c. Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- d. Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.
- e. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

40. REMOTE TRANSACTIONS: -

The Contractor shall agree to and comply with all such terms and conditions as BHEL may prescribe from time to time and shall confirm that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication established by BHEL shall constitute legally binding and valid transactions when done. Any transaction pertaining to the Tender from both the parties of business done round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the parties to the business. In case Letter of Intent (LOI) is issued through email, the PC generated time and date of mail

NAME OF WORK: OUTSOURCING OF PRIVATE SECURITY SERVICE CONTRACT FOR BHEL RESIDENTAL COMPLEX (BRC), ASHOK NAGAR, CHENNAI, FOR TWO YEARS.

Enquiry No: 9472300023/ 21.03.2023

shall be construed as the official time and date of release of LOI. In as much as this date is within the last date of validity given by the bidder the LOI is said to have been issued within the validity period and shall be binding on both the parties to the business.

41. CHANGE IN CONSTITUTION OF FIRM:

Changes in constitution of firm whenever it is made after submission of application or during currency of the Contract, the existing firm has to duly inform the proposed changes to Contracting department of BHEL at the appropriate time before the changes in the constitution are made. In case the absence of any such information BHEL is not responsible for the consequences arising out of the absence or suppression of information and the issue / dispute arising out of these changes and the firm is responsible for settling the issue or dispute among themselves (Partners etc.) or with the bankers or with any third party. Under the above circumstances when dispute arises and the firm does not inform the change in the constitution of the firm BHEL has the right for suspending or terminating the Contract.

42. Common Terms and Conditions for Works Contract relevant to Safety:

Following points shall be ensured for the safety of contract employees:

I. Identity and Entry:

1. The contractors to give identity card to their employees with full details like employee name, company name, age, blood group, contact person with phone no. etc.
2. The contractor shall not engage in connection with the work any person who has not completed 18 years of age or has completed 60 years of age."
3. HR/ Welfare will issue passes to the trained employees only.
4. Welfare section shall arrange for necessary infrastructure (biometric entry) for enrolment of new contract workers. Biometric entry system will be made available in North Gate and Unit 2 initially.
5. The data of daily entry of contract workers through biometric will be made available online to the contract awarding departments HR/Welfare.

II. Training:

1. Safety, first aid and firefighting training to be given to two responsible persons in each contract and they should take care of their groups on day to day working.
2. This shall be done within a period of 2 weeks after awarding of fresh contract.
3. For ongoing contracts, the contractors have to identify the persons to be trained within a period of 2 weeks.
4. Driving/operation of Crane/jumbo/Fork lift etc. are to be done only by authorized persons.

III. Dress Code:

1. Male employees should enter gates only with Safety shoes, Pants-Shirts, (Dothi, Lungi not permitted).
2. Female employees should enter gates only with Safety shoes. Loose dress must be avoided. (A shirt over saree / chudithar is a must).
3. Normal shoes are acceptable for office area work only.
4. Employees working in canteens can wear sandex.
5. Welfare will finalize and indicate a color coding to be provided in the dresses used by contract employees for uniformity and easy identification of the contract workers. Such colour shall be distinct from the colour of BHEL employees uniform.

IV. Procedures:

1. Smoking, audio-playing (mobile phone, iPod, inbuilt music systems etc. in the vehicles.) are banned within the factory premises.
2. Moving to unrelated areas must be strictly avoided by the contract employees entering to the other areas only with knowledge of concerned department.
3. Procedure (SOP) given from user departments are to be adopted for all operations and maintenance – e.g. tank cleaning, FT plant maintenance, Sewage maintenance, Oxidation pond maintenance, operation of substation, transformer maintenance etc. User departments agreed to generate

NAME OF WORK: OUTSOURCING OF PRIVATE SECURITY SERVICE CONTRACT FOR BHEL RESIDENTAL COMPLEX (BRC), ASHOK NAGAR, CHENNAI, FOR TWO YEARS.

Enquiry No: 9472300023/ 21.03.2023

- procedures incase if not available already (Snake catching, Monkey catching, Honey comb removal etc.).
4. Adequate precautions to be taken while waste removal like paint sludge removal, chromic sludge removal, phenol and tar removal by contract employees.
 5. The contractor should clearly inform the hazards involved to the employees MSDS to be displayed.
 6. The contract employees involved in tank cleaning, ET plant maintenance, Oxidation pond maintenance should know swimming and strict monitoring should be ensured.
 7. Line clearance (LOTO) procedure to be followed during bulb changing, electrical substation maintenance, ay, maintenance, furnace instrumentation etc.
 8. Work permits to be obtained for jobs like work at height, excavation, blasting, hot work, pipe line work, roof light maintenance, work at confined space like cellar.
 9. Users agreed to initiate the permits for all the works mentioned in the table given below to safety Management for clearance.
 10. Specified Speed limit 20 kmph to be followed by all the vehicles entered in factory premises.
 11. Procedure given by user departments for spray painting, brush painting and dip painting should be followed. Paint sludge removal, empty tin removals etc. are to be periodically carried out and sent to disposal stores.

Work Permit Instructions: -

1	Work at height	Only experienced and qualified persons shall be allowed to carry out the work at height. Physically fit without any vertigo problem. Wear safety belt and use life line, Net etc.
2	Confined space work, cellars, furnace ducts	Oxygen level to be checked before work, proper breathing apparatus to be used. Only experienced people shall be allowed to carry out the work at cellars/ confined space.

Equipment's:

1. All the equipment used by the contractors are to be in good condition with all safety provisions and to be checked and certified by the department officials.
2. Electrical supply to be taken through the M&S department. Unauthorized connections taken any will be viewed seriously.
3. Welding machines are to be used with proper earth connection. Cables should be in good condition. Insulation to be checked regularly and maintained.
4. Qualified electricians are only to be used for giving connections.
5. Good quality Electrical equipment and tools are to be used with valid certificates. These certificates must be shown on demand.
6. For portable electrical equipment supply to be taken using plugs points.
7. Wires / cables extension box should be in good condition.
8. Proper earthing should be maintained.
9. Mobile Crane, Fork lift, Trailers; JCB etc. should be in good condition with specified capacity and should not cause any untoward incident while in use.
10. Fitness Certificate issued by competent person approved by Govt. authorities, insurance and emission certificate etc. should be in possession and should be shown on demand.

V. Welfare:

1. The contractors are directed to generate PF number and ensure PF contribution remittance for all contract workmen engaged by them.
2. Bio-Metric Entry for Contract Workmen Contractors have been directed to cover all the contract workmen engaged by them through Bin-Metric Entry System.

VI. Violations:

The following will be treated as serious violations and appropriate actions are to be Initiated by the

NAME OF WORK: OUTSOURCING OF PRIVATE SECURITY SERVICE CONTRACT FOR BHEL RESIDENTAL COMPLEX (BRC), ASHOK NAGAR, CHENNAI, FOR TWO YEARS.

Enquiry No: 9472300023/ 21.03.2023

users:

1. Employing people whose age is below 18 years.
2. Not wearing safety shoes or normal shoes (Contract employees will not be permitted after the security gates).
3. Not wearing FTEs.
4. Working without proper work permit.
5. Possession of mobile phones other than taxi drivers.
6. Using mobile phones while driving.
7. Unauthorized electrical connections.
8. Driving/operation of Crane/jumbo/Fork lift etc. by unauthorized persons.
9. Unauthorized operation/driving of Lorries, mobile cranes etc.
10. Smoking, alcohol, audio-playing etc.
11. Moving to unconnected areas.

Any willful act that creates unsafe conditions.

It will be the responsibility of the Contractor to ensure that the contractor himself, labour engaged for the work, are required to possess valid necessary license for execution of work from statutory authorities, renewal of the same periodically, during the occurrence of the contract and scrupulously adhere to the prevailing safety regulations, safety precautions and measures. BHEL will not be responsible for the lapses, shortcomings arising out of such deviations and the contractor will be responsible for any such eventualities and liabilities if any.

43. Compensation Clause:

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

- a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
- b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/operation and works incidental thereto at BHEL factories/offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/during working at BHEL Units/Officers/townships and premises/Project sites
- c) Compensation in respect of each of the victims:
 - (i) In the event of death or permanent disability resulting from Loss of both limbs: Rs 10,00,000/- (Rs Ten lakh)
 - (ii) In the event of others permanent disability: Rs.7,00,000/- (Rs. Seven Lakh)
- d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to section 2 (I) of the Employee’s Compensation Act, 1923”.

44. PF & ESI Clause:

- I. The Contractor shall be solely responsible to comply with the payment of applicable minimum wages, PF, ESI and other statutory payments in respect of his employees engaged in BHEL for carrying out the required services. In case of any default in making the statutory payment, the Contractor shall be responsible to settle the dues along with penalties and damages, if any levied by the appropriate authority under the Act. The contractor has to pay the previous months applicable ESI & PF amount in the respective employee account before 20th of every month.
- II. The Contractor shall indemnify BHEL against all claims and loss if any caused under various labour laws, Civil or criminal law in connection with the employees deployed by him.
- III. The entry/exit of the employees engaged by the contractor are regulated through Security Department by issuing entry pass. For obtaining the same, the contractor should submit the required application form to the Security Department along with copy of Identity Card of the employee, ESI card / ESI Membership details of employee. ESI is exempted if wages are above Rs.21,000/- per month. Those

NAME OF WORK: OUTSOURCING OF PRIVATE SECURITY SERVICE CONTRACT FOR BHEL RESIDENTAL COMPLEX (BRC), ASHOK NAGAR, CHENNAI, FOR TWO YEARS.

Enquiry No: 9472300023/ 21.03.2023

employees drawing wages above Rs.21,000/- should produce copy of pay slip (or) a salary certificate from the company for availing ESI exemption.

- IV. In the event of Contractor engaging any labourer other than his permanent employee for the purpose of providing the required services to BHEL, the Contractor should obtain clearance from HR-Contract Cell by submitting copy of proof of payment of statutory payments i.e., applicable Minimum Wages notified by State Government from time to time along with PF, ESI, Wage and Attendance Register.

45. Final Bill:

As soon as possible after the completion of the work to the satisfaction of the Engineer-in-charge, the contractor shall forward a certified final account on BHEL form, in duplicate. It shall be accompanied by all abstracts, vouchers etc., in support thereof and shall be prepared in the manner prescribed by the Engineer-in-charge. No claims will be entertained after the receipt of the final bill. The Contractor shall be entitled to be paid the final sum less the value of payments already made on account subject to certification of the final bill by the Engineer-in-charge. Any sums due from the contractor on account of Tools & Plant, Stores or any other items provided by BHEL not yet recovered from the contractor shall be deducted from the final sum aforesaid. No charge shall be allowed to the Contractor on account of the preparation of the final bill.

46. Conflict of interest among Bidders/ Agents.

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive to the detriment of procuring Entity's interest. **The bidder found to have a conflict of interest shall be disqualified.** A bidder may be considered to have a conflict of interest with one or more parties in this bidding process if:

- a) They have controlling partner(s) in common; or
- b) They receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) They have the same legal representative / agent for purpose of this bid; or
- d) They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- e) Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly / assemblies from one bidding manufacturer in more than one bid; or
- f) In case of agent quoting in offshore procurements, on behalf of their principle manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent / dealer. There can be only one bid from the following
 1. The principle manufacturer directly or through one Indian agent on his behalf; and
 2. Indian/foreign agent on behalf of only one principal;
- g) A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the bid; or
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/ management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidder must proactively declare such sister/ common business / management units in same similar line of business.

47. INCIDENT MANAGEMENT POLICY ON GEM / GROUNDS FOR ADMINISTRATIVE ACTION:

As per GeM GTC

NAME OF WORK: OUTSOURCING OF PRIVATE SECURITY SERVICE CONTRACT FOR BHEL RESIDENTIAL COMPLEX (BRC), ASHOK NAGAR, CHENNAI, FOR TWO YEARS.

Enquiry No: 9472300023/ 21.03.2023

ANNEXURE-A1

No deviation and Declaration to be given by vendor in vendor's letter head

Name of work:

Enquiry no.....

We, the vendor, do hereby declare that we do not have any deviations to the tender terms and conditions as per

1. Technical Bid-Qualifying Criteria-Price bid
2. Scope of Work & Special/Technical Terms and Conditions
3. General terms & Conditions of Contract

We have gone through all the tender terms and conditions; we have noted down the job content & site conditions. We have quoted our offer for all items by taking care of unit of measurement given in the Bill of quantities against individual items. 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 assure that no tampering was done to any part of tender document by us and if otherwise will lead to rejection of our bid. We confirm to have submitted our offer strictly in accordance with tender instructions.

We also 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 the Tamilnadu Government Minimum Wages Act - 1948 & also as per any revisions made by the State Govt. from time to time and (ii) Bonus as per the Bonus Act-1965 along with Wage.
2. ESI, PF & Bonus (both Employer and Employee contributions) amounts are to be remitted for total wages to be paid as mentioned in (i) & (ii) of point 1 and challans to be produced along with invoices for all the respective persons engaged in the above contract.
3. The quoted amount 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 any advance/ loan / 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 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, Trichy may recover the said amounts through other running contracts from BHEL's sister units.
8. We also confirm to all the Terms & Conditions as per your above referred Enquiry & as per our offer submitted against the same.
9. We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL Trichy-14 or any other BHEL Unit or any PSU/ Government organization.
10. We will obtain and submit Labour License (As applicable) within 30 days from award of work.
11. 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).

NAME OF WORK: OUTSOURCING OF PRIVATE SECURITY SERVICE CONTRACT FOR BHEL RESIDENTIAL COMPLEX (BRC), ASHOK NAGAR, CHENNAI, FOR TWO YEARS.

Enquiry No: 9472300023/ 21.03.2023

ANNEXURE-A2

EMD PAYMENT VIDE E-COLLECT

This explains how to make Payments to BHEL- Tiruchirappalli and through SBI-Ecollect. 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 for every transaction. This may vary according to the MODE selected.

STEP BY STEP PROCEDURE:

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 "TAMILNADU "and Institution type "INDUSTRY ".
4. Select "BHEL TRICHY under "INDUSTRY".
5. In the next page, Select APPROPRIATE category, 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.

**HOW 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.

1. In the next page, take print out of receipt.

NAME OF WORK: OUTSOURCING OF PRIVATE SECURITY SERVICE CONTRACT FOR BHEL RESIDENTIAL COMPLEX (BRC), ASHOK NAGAR, CHENNAI, FOR TWO YEARS.

Enquiry No: 9472300023/ 21.03.2023

ANNEXURE-A3

The tender must be signed digitally / physically by Proprietor/ Managing Partner/ Director of the Firm. If any other person is authorized to sign the tender, this copy of Power of Attorney must accompany the tender.

POWER OF ATTORNEY

(To be typed on company's letter head)

I/We do hereby make, nominate, constitute and appoint Mr, whose signature given below herewith to be true and lawful Attorney of M/s hereinafter called 'Company', for submitting Tender and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of our Company with M/s Bharat Heavy Electricals Ltd, HPBP, TRICHY-620 014, in connection with (Name of work)

.....
vide Tender Enq No: _____, dated _____. And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

Director/CMD/Partner/Proprietor

Signature of Mr.....(Attorney)

Attested by: Director/CMD/Partner/Proprietor

NAME OF WORK: OUTSOURCING OF PRIVATE SECURITY SERVICE CONTRACT FOR BHEL RESIDENTAL COMPLEX (BRC), ASHOK NAGAR, CHENNAI, FOR TWO YEARS.

Enquiry No: 9472300023/ 21.03.2023

ANNEXURE-A3

PROFORMA OF BANK GUARANTEE

(in lieu of EARNEST MONEY)

(On non-Judicial stamp paper of appropriate value, should be valid for a period of at least six months from the date of tender opening)

Bank Guarantee No.....

Date.....

To

Bharat Heavy Electricals Limited
High Pressure Boiler Plant, Tiruchirappalli - 620014

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender, Enquiry No..... (Tender Reference) M/s.....(vendor name) having its registered office at (hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of (Name of work) invited by Bharat Heavy Electricals Limited through its Unit, High Pressure Boiler Plant, at Tiruchirappalli - 620014

The Tender Conditions provide that the Tenderer shall pay a sum of Rs (BG Amount in words and Figures) as Earnest Money Deposit in the form therein mentioned. The form of payment of Earnest Money Deposit includes Bank Guarantee executed by a Scheduled Bank.

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Bank Guarantee against Earnest Money Deposit for an amount of (BG Amount in words and Figures) is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Guarantee, We, the[Name & address of the Bank] having our Registered Office at(hereinafter referred to as the Bank) being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums of(BG Amount in words and Figures) without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (BG Amount in words and Figures)

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor/Contractor/Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder and the Tenderer shall have no claim against us for making such payment.

We, Bank, further agree that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend the time of submission of from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said -renderer and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said -renderer or for any forbearance, act or omission on the part of the Employer or any indulgence by

NAME OF WORK: OUTSOURCING OF PRIVATE SECURITY SERVICE CONTRACT FOR BHEL RESIDENTAL COMPLEX (BRC), ASHOK NAGAR, CHENNAI, FOR TWO YEARS.

Enquiry No: 9472300023/ 21.03.2023

the Employer to the said Tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the tenderer and notwithstanding any security or other guarantee that the Employer may have in relation to the Tenderer's liabilities.

This Guarantee shall be irrevocable and shall remain in force up to and including..... (Six months from the date of tender opening) and shall be extended from time to time for such period as may be desired by the Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the (Six months from the date of tender opening) we shall be discharged from all liabilities under this Guarantee.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Tiruchirappalli.

WeBank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed..... (BG Amount in words and Figures)
- b) This Guarantee shall be valid up to.(Six months from the date of tender opening)
- c) Unless the Bank is served a written claim or demand on or before (Six months from the date of tender opening) all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

We Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of
(Name of the Bank)

Date.....

Place of issue.....

1. Details of the Invitation to Bid/Notice Inviting Tender
2. Name and Address of the Tenderer
3. Details of the Work
4. Name of the Employer
5. BG Amount in words and Figures
6. Validity Date
7. Date of Expiry of Claim Period

Note:

The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee

NAME OF WORK: OUTSOURCING OF PRIVATE SECURITY SERVICE CONTRACT FOR BHEL RESIDENTAL COMPLEX (BRC), ASHOK NAGAR, CHENNAI, FOR TWO YEARS.

Enquiry No: 9472300023/ 21.03.2023

PART-II (PRICE BID) For Reference and Price break up
(BILL OF QUANTITIES)

(No value/rate shall be quoted here. Quote based on this BOQ should be given only in GeM portal portal)

Minimum rates of wages as applicable for employment in General Engineering and Fabrication Industry **by the Tamil Nadu Government**

SL No	Description	UOM	Min staff per day	No of days	QTY	Minimum Basic wage + DA (Per day)	Bonus (Basic+ DA) 8.33 %	Esi @ 3.25 %	PF @ 13%	Per day wage inclu. of (Basic+ DA+ESI+Bonus +PF)	Total value Excluding GST in Rs
1	Senior Watchman	NO	1	731	731	531.19	44.25	17.26	69.05	661.75	4,83,739.25
2	Security Guards	NO	6	731	4386	516.19	43	16.78	67.1	643.07	28,20,505.02
(A). Total value towards payment of Minimum wages, PF ESI and Bonus (₹)											33,04,244.27
(B). Service charge amount										
(C). Applicable GST % on (A)+(B)										
Total value of contract is sum of (A). Total value towards payment of Minimum wages, PF ESI and Bonus (₹)+(B). Service charge amount + (C) Applicable GST on (A)+(B)										

Note: Do not write any amount/ values here. (Quote should be given only online in Gem Portal).

Note:

- Any increase of DA / wages / other payments to be made to the persons engaged in the contract as stipulated in the Acts / circulars already released / to be released at a later date during the contract period will be reimbursed/ adjusted based on actual payment made to contract labours. Service charges will not be applicable on such additional amount.
- Vendor shall quote lump sum offer value in GeM = (A). Total value towards payment of Minimum wages, PF ESI and Bonus (₹) + (B). Service charge amount + (C) Applicable GST on (A)+(B).
- The service charge amount shall remain firm during entire contract period. Total Service charge amount shall be inclusive of all expenses towards consumables, PPE, Medical staffs, Administrative/ Operational charges and all other incidental charges etc. for execution of this contract.
- Bidder has to calculate the total rate inclusive of GST % and quote the total lumpsum value.

NAME OF WORK: OUTSOURCING OF PRIVATE SECURITY SERVICE CONTRACT FOR BHEL RESIDENTAL COMPLEX (BRC), ASHOK NAGAR, CHENNAI, FOR TWO YEARS.

Enquiry No: 9472300023/ 21.03.2023

5. The amount should be quoted inclusive of all taxes and duties levied or to be levied both by Central and State Government authorities from time to time, with applicable GST. Applicable GST% shall be indicated, separately as required in tender. Goods & Service Tax (GST) will be paid extra on production of documentary evidence.
6. The contractor shall quote only the lowest possible amount that can be offered for the intended quantity.
7. Contractor shall have/ obtain license under the Contract Labour (Regulation and Abolition) Act-1970.
8. Contractor should ensure that at least the prevailing minimum wages and pay minimum wages stipulated from time to time as per latest **Minimum rates of wages as applicable for Employment in General Engineering and Fabrication Industry** by the Tamil Nadu Government inclusive of bonus after remitting PF & ESI contributions, are paid to his employees only in their respective nationalized bank accounts by means of NEFT/ RTGS/ IMPS.
9. Rate for individual items of BOQ will then be arrived by BHEL, based on the service charge amount arrived from quoted lumpsum amount.
10. Quotation should be valid for a period of 120 days from the date of Technical bid opening.
11. The tenderer by participating in this tender, hereby confirms they had read and accepted all the Terms and Conditions in Tender Schedule, also amount quoted with inclusive of any taxes and duties levied with Goods & Service Tax (GST) etc. has been considered by the tenderer for the total contract period.
12. No other pre conditions along with your offer will be entertained by BHEL.
13. If non-MSE vendor is L1, participating MSE quoting price within price band of L1+15% shall be counter-offered L1 rate(s). If the MSE vendor(s) accepts the counter-offered L1 rate(s), then as the contract cannot be split, the full/ complete supply of total tendered value shall be awarded to MSE.

TECHNICAL BID FORM (PART-I)

Ref : Enquiry No.: 9472300023/ 21.03.2023

GeM Bid No.: GEM/2023/B/ 3278472/ 22.03.2023

Name of Work: OUTSOURCING OF PRIVATE SECURITY SERVICE CONTRACT FOR BHEL RESIDENTAL COMPLEX (BRC), ASHOK NAGAR, CHENNAI, FOR TWO YEARS.

Note: All relevant details should be filled by bidder and the same documents to be uploaded in GeM portal. Ref tender document for details.

Sl. No.	DESCRIPTION	RESPONSE	ATTACHMENT IN ONLINE PORTAL	APPLICABILITY
1	Name of the Enterprise/ Company/ Firm			
2	BHEL VENDOR CODE (IF ANY)			
3	Address of the Firm/ Company			
4	Landline/Mobile number(s)			
5	E-mail Address			
6	CONTACT PHONE			
7	Name, Designation and Contact details of person signing the Tender (In case of authorized signatory, the copy of Power of Attorney (POA) should be uploaded as per Tender document)		ATTACH	IF APPLICABLE
8	Qualifying Criteria:			
A	Proof of Status of Enterprise/ Company/ Firm : - AS APPLICABLE: ●Proprietorship:- PAN/GST registration ●Partnership:- Registered Partnership Deed, PAN Copy of the firm. Also, PAN copy of all partners be furnished), ●Pvt Ltd./Public Ltd./Public sector/Govt Orgn.:- Certificate of Registration/Memorandum of Association & Articles of Association] (Copy to be uploaded in GeM portal)		MANDATORY	
B	Earnest Money Deposit (EMD) : ₹ 72,700 /- (Rupees seventy two thousand and seven hundred only) (Offer without EMD will be Rejected) (EMD IS WAIVED OFF FOR MSE VENDORS ON SUBMISSION OF VALID UDYAM REGISTRATION CERTIFICATE). (NEFT is the preferred mode of payment for EMD) EMD may be submitted in following ways: i) Electronic fund transfer credited in BHEL account (Before Tender Opening). (Refer Annexure-A2 for making EMD payment through SBI-Ecollect) ii) DD drawn in favour of BHEL - Trichy, payable at Trichy issued by Scheduled Bank / Nationalized bank /Consortium banks. EMD in any other form (One Time EMD, BG for full value of EMD etc.) is not acceptable.		MANDATORY	

TECHNICAL BID FORM (PART-I)

Ref : Enquiry No.: 9472300023/ 21.03.2023

GeM Bid No.: GEM/2023/B/ 3278472/ 22.03.2023

Name of Work: OUTSOURCING OF PRIVATE SECURITY SERVICE CONTRACT FOR BHEL RESIDENTAL COMPLEX (BRC), ASHOK NAGAR, CHENNAI, FOR TWO YEARS.

Note: All relevant details should be filled by bidder and the same documents to be uploaded in GeM portal. Ref tender document for details.

Sl. No.	DESCRIPTION	RESPONSE	ATTACHMENT IN ONLINE PORTAL	APPLICABILITY
C.	FINANCIAL SOUNDNESS: Income tax return acknowledgement (ITR), Balance sheet and Profit & Loss statement certified by Chartered accountant (with Membership No.) should be submitted for any 3 consecutive financial years of FY 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22. Average annual financial turnover of ₹10.90 lakhs during any 3 consecutive financial years of FY 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22.		MANDATORY	
D	PROOF OF EXPERIENCE: Similar work experience certificates shall be submitted as per Tender document maximum 3 works. (Copy to be uploaded in GeM portal)		MANDATORY	
E	Income Tax Registration (PAN NUMBER) (Copy to be uploaded in GeM portal)		MANDATORY	
F	GST Regn. No. (Copies to be uploaded in GeM portal) % OF GST APPLICABLE TO THE VENDOR FOR THIS WORK (In case of GST exempted vendor they can put NIL)	_____ %	MANDATORY	TO BE FILLED
G	Acceptance to Scope of work and General Terms and conditions of Contract. (Digitally/ Physically Signed copy of Tender document to be uploaded in GeM portal)		MANDATORY	
H	No deviation & Declaration certificate (Copy to be uploaded in GeM portal as per Annexure-A1 on bidder letter head only)		MANDATORY	
I	Vendor shall have registered office / branch office in Chennai, Tamil Nadu (Docuementry evidence to be uploaded in GeM portal)		MANDATORY	
J	Valid license from Tamil Nadu Government authorities for carrying out Security services in Tamil Nadu (Docuementry evidence to be uploaded in Gem portal)		MANDATORY	
9	ESI Registration if available (Copy of ESI Registration to be uploaded)		ATTACH	IF AVAILABLE
10	PF Registration No. (if any)		ATTACH	IF AVAILABLE
11	Labour License Registration No. (If any)		ATTACH	IF AVAILABLE
12	NEFT BANK FORMAT (If applicable)		ATTACH	IF APPLICABLE
13	In case of bid submitted by partnership firm, PAN of all partners to be uploaded. (Copy to be uploaded in GeM portal)		ATTACH	IF APPLICABLE

TECHNICAL BID FORM (PART-I)

Ref : Enquiry No.: 9472300023/ 21.03.2023

GeM Bid No.: GEM/2023/B/ 3278472/ 22.03.2023

Name of Work: OUTSOURCING OF PRIVATE SECURITY SERVICE CONTRACT FOR BHEL RESIDENTAL COMPLEX (BRC), ASHOK NAGAR, CHENNAI, FOR TWO YEARS.

Note: All relevant details should be filled by bidder and the same documents to be uploaded in GeM portal. Ref tender document for details.

Sl. No.	DESCRIPTION	RESPONSE	ATTACHMENT IN ONLINE PORTAL	APPLICABILITY
14	DISCLAIMER CLAUSE: Neither the Organization (Bharat Heavy Electricals Ltd.) nor the service provider (M/s. GeM.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof. (To be agreed by bidder)			
15	Offer should be submitted as TWO part bids (Techno-commercial bid + Price bid) in the GeM portal. Sufficient notice would be given by BHEL for corrigendum / extensions and it will be published in following websites, https://gem.gov.in/ , http://bhel.com , http://eprocure.gov.in After the scrutiny of techno-commercial bids, the price bids of only techno-commercially qualified offers will be opened with prior intimation. (To be agreed by bidder)			
16	Either Principal or authorized agent shall register their Digital Signature Certificate (DSC) (Class 3- signing & encryption). Bidders are advised to go through the FAQ available in the GeM portal. DSC shall be registered for the authorized person and all transactions done using that DSC against tenders shall be taken as valid communication and shall be binding on principal/agent and is valid legally. (Kindly intimate the authorized person name, email for registering DSC with BHEL to participate in GeM-tenders). (To be agreed by bidder)			
17	Declaration for website downloaded and non-tampering of tender document: I/We hereby declare that I/We have downloaded the Tender Document from the website https://eprocurebhel.co.in and I/We have not tampered the tender document. In case at any stage, if it is found that the information given above is false or incorrect, BHEL shall have the absolute right to take any action as deemed fit without any prior intimation. (To be agreed by bidder)			
18	I / We confirm that none of its 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. (To be agreed by bidder)			