



**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

**CONTENTS**

<b>SL. No.</b>	<b>Description</b>	<b>Page Nos.</b>
1.0	<b>Notice Inviting Tender</b>	2
1a	<b>Bid Application- Techno-Commercial Bid (Part-A)</b>	3
1b	<b>Details to be filled by the contractor/bidder</b>	4
1c	<b>Documents to be submitted along with Techno-Commercial Bid</b>	5
1d	<b>Declaration by Bidder</b>	6
2.0	<b>Instructions to Bidder</b>	7-8
3.0	<b>Special Terms and Conditions</b>	9-11
4.0	<b>General Terms and Conditions of Service</b>	12-21
5.0	<b>Price Bid Format (Part-B)</b>	22
6.0	<b>Integrity Pact</b>	23-28



**Bharat Heavy Electricals Limited**  
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 Works Contract Management (WCM) Department  
 TARNA, SHIVPUR, VARANASI-221003

**1.0 NOTICE INVITING TENDER**

NIT No.- HERP/WCM/HR/Security/23-25

DTD. 02.11.2023

Tenders are invited for 'For providing Watch and Ward (Security) Services at BHEL, HERP-Varanasi & CoE Karkhiyaon" as per details mentioned under:

Last Date of submission of Tender	09.11.2023	Time :	02:00PM
Date and Time for opening of Bid	09.11.2023	Time :	04:00PM

S. No.	Name of work	EMD	SD	Period of contract	Cost of Tender Document
1.	For providing Watch and Ward (Security) Services at BHEL, HERP-Varanasi & CoE Karkhiyaon	NIL	10% of the One month's wage bill, as per instruction contained in DGR guidelines	2 Years	NIL*

- \*Tender documents can only be downloaded from below mentioned websites. As this is an e-tender, tender fee has been kept Nil.
- All NIT/ Tender document/ Corrigenda / Addenda / Amendments / Time extensions / Clarifications, etc. to the tender will be hosted on website i.e. <https://eprocurebhel.co.in>, <http://www.bhel.com> & <https://herp.bhel.com> only and will not be published in any other media. Bidders should regularly visit above websites to keep themselves updated.
- Bidder to note that this is an e-tender and bidders have to submit this only through <https://eprocurebhel.co.in/> site only. No hard copies of tender shall be accepted.
- Bidder is requested to contact undersigned for any query or clarification.

(Issued by)  
 Chandra Prabhakar Yadav  
 Manager (WCM)  
 Email: [cprabhakar@bhel.in](mailto:cprabhakar@bhel.in)  
 Contact: +91 8052365666

Note:

1. BHEL reserves the right to accept or reject any/ all application(s) without assigning any reason thereof.
2. If any document submitted by the Bidder is found false at any stage, the Bid/ work order will be cancelled immediately and the financial loss to BHEL if any in making alternative arrangement will be recovered from the bidder.



**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

**PART - A**

**1a. BID APPLICATION**

To,

AGM (Purchase, Store and WCM)  
Bharat Heavy Electricals Limited  
Heavy Equipment Repairs Plant,  
Tarna, Shivpur  
Varanasi-221003

Dear Sir,

I / We hereby offer to carry out the work **Providing Watch and Ward (Security) Services at BHEL HERP, Varanasi & CoE Karkhiyaon** against Tender Enquiry No. HERP/WCM/HR/Security/23-25, **Dated 02.11.2023.**

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

- |   |   |                   |
|---|---|-------------------|
| 1. Notice Inviting Tender                                     | } | <b>(Part - A)</b> |
| 2. Bid Application- Techno-Commercial Bid (Part-A)            |   |                   |
| 3. Details to be filled by the contractor/bidder              |   |                   |
| 4. Documents to be submitted along with Techno-Commercial Bid |   |                   |
| 5. Declaration by Bidder                                      |   |                   |
| 6. Instructions to bidder                                     |   |                   |
| 7. Special terms and conditions                               |   |                   |
| 8. General terms and conditions                               |   |                   |
| 9. Integrity Pact   |   |                   |
| 10. Price Bid Format (Part-B)                                 |   | <b>(Part - B)</b> |

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

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



**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

**1b. DETAILS TO BE FILLED BY CONTRACTOR/BIDDER**

**Tender Enquiry No.** : HERP/WCM/HR/Security/23-25

**Date.** : 02.11.2023

**Details of the Contractor** :

a) Name and address of the Firm/Company:

\_\_\_\_\_  
\_\_\_\_\_

b) Name and address of the proprietor / partners / Directors:  
(Attach separate sheet if required)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

e) Is any contract presently being operated under the control of the bidder in BHEL or Other Public Sector Undertakings or State or Central Govt. Organization : Yes / No  
(If yes furnish the details) :

<u>Location/Address</u>	<u>No. of Persons</u>	<u>Value (in Lacs)</u>	<u>Date of Commencement</u>	<u>Date of Completion</u>
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____

f) Is any relative of bidder employed in BHEL : Yes / No  
(If yes, furnish the detail)

Name

Staff no

Location / Area

\_\_\_\_\_  
\_\_\_\_\_



**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

**1c. DOCUMENTS TO BE SUBMITTED ALONG WITH TECHNO-COMMERCIAL BID**

01	ESI Code No	
02	PAN No.	
03	PF Code No.	
04	GST No.	
05	Banker's Name, Address and IFSC / RTGS code of the branch	
06	Sponsorship copy from DGR Ministry of Defense	
07	Bank A/C No.	
08	Address of Permanent place of business or a liaison office in Varanasi.	
09	Original Copy of DGR Empanelment Certificate (with photograph & Signature of proprietor/Directors)	
10	PSARA License for the state of operation of the security agency.	
11	Self-declaration in support of any exemption with valid certificate copy. e.g. ESI etc.	

**Note:**

1. In case the bidder does not have a permanent place of business or a liaison office in Varanasi, a declaration stating that they shall open a permanent place of business or a liaison office in Varanasi, within 15 (Fifteen) days of placement of LOI.
2. Photocopy in support of above wherever applicable should be attached.
3. All other documents as stipulated in the tender document.



**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

**1d. DECLARATION BY THE BIDDER**

I, \_\_\_\_\_, aged \_\_\_\_\_ Yrs., S/o \_\_\_\_\_,

Residing at \_\_\_\_\_

\_\_\_\_\_.

Hereby declare as follows:

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

\_\_\_\_\_  
Signature with Name & seal of the Bidder

Date : \_\_\_\_\_

Place : \_\_\_\_\_



# **Bharat Heavy Electricals Limited**

## **Heavy Equipment Repair Plant**

Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

### **2.0 INSTRUCTIOINS TO BIDDER**

- 2.1 **Tender documents and other attachments, as required, i.e. Part-A (Techno-Commercial Bid) & Part-B (Price Bid) should be submitted.**
- 2.2 **Deleted.**
- 2.3 The bidder shall accept all the terms and conditions of the tender. The bid which does not comply with BHEL terms and conditions may be rejected.
- 2.4 **Each page should be duly signed and stamped by the bidder as a token of acceptance.**
- 2.5 The Bid should not carry any conditions. Price/rate should be quoted in clear terms in the format given by BHEL.
- 2.6 Any alteration, erasure or over-writing may tender the bid invalid. Alteration neatly carried out and duly attested over with the full signature of the bidder however is permitted. All entries in the tender documents should be in one envelope and all the columns in the tender form should be filled without leaving any column blank. Tender document should be complete in all respect.
- 2.7 Name of the bidder should be written on the sealed envelope.
- 2.8 Before making the offer the bidders are advised to carefully go through the terms and conditions, which form part of the agreement.
- 2.9 Tender should be submitted on NIC portal **on or before 14:00 Hrs. on 07.11.2023**. Bids received within the specified date and time will be opened **at 16:00 Hrs. on 07.11.2023** in the presence of bidders or their representatives who wish to be present at the date and time of tender opening.
- 2.10 For any further details required, Tender issuing officer of BHEL, HERP, Varanasi-221003 may be contacted in person or through Telephone No. **(0542- 2027882)**.
- 2.11 BHEL reserves the right to assess the capacity and capability of the parties for pre-qualification. The company also reserves the right to accept or reject any or all the tenders or any part thereof at any stage of process without assigning any reason whatsoever. BHEL's decision in this regard shall be final and binding.
- 2.12 **PRICE BID** - The bidders are required to submit their quotation in the prescribed format given along with the tender documents.  
The rates should be quoted after careful study of the actual job requirement so that, in case the contract awarded, contractor should not express any difficulties in execution of the contract.
- 2.13 **VALIDITY OF RATES** - The rates quoted should be valid for 90 days initially from the date of opening of the bid. However, if there is any change in the minimum wages of labor as per notification of DGR, the same shall be made applicable retrospectively.
- 2.14 DGR guidelines relating to price and priority shall be observed.
- 2.15 BHEL reserves the right to award the contract to one or more contractors simultaneously as deemed fit at the initial stage or during the contract period.
- 2.16 BHEL reserves the right to reject any bid, which is technically unacceptable and unworkable. Further BHEL also reserves the right to reject any or all bids without assigning any reasons thereof.
- 2.17 BHEL reserves the right to cancel the contract at the initial stage or during the contract period if work is not found satisfactory.



**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

- 2.18 Successful bidders shall enter into an agreement on stamp paper of Rs.100/- (Rupees One Hundred only) as a token of having accepted the rates, terms and conditions of the contract. Expenses towards contract agreement would be borne by Bidder.
- 2.19 Any written communication required to be sent to the contractor in writing, shall be sent at the address mentioned on the tender form or to any other address subsequently intimated by him in writing to BHEL, HERP, Varanasi for the purposes.





**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

**3.0 SPECIAL TERMS AND CONDITIONS**

- 3.1 That party shall provide security arrangements for guarding the total area of Factory premises and other demarcated areas in the township of BHEL at Tarna, Shivpur, Varanasi. The party shall provide security services in Factory township and CoE Karkhiyaon areas to protect the property of BHEL, HERP, Varanasi and also the life and property of the employees/ Officers and their families as the case may be.
- 3.2 The party shall also provide other miscellaneous services if so required by BHEL. Fire equipment's, other relevant facilities shall be provided by BHEL
- 3.3 That party shall engage, employ and provide the requisite number of trained personnel and security guards and shall be responsible for payment of their emoluments and other dues payable to them according to their discipline and work.
- 3.4 That party shall not employ any personnel who are an immediate relative of any employee of the plant.
- 3.5 That the personnel so deputed by the party shall be literate and trained Ex-Military Personnel's and as per guidelines /Instructions of DGR.
- 3.6 That the party shall provide proper uniform (Summer/Winter) to the Personnel so deputed.
- 3.7 That, if required and available, BHEL shall provide the barrack accommodation as changing room/rest room, on chargeable basis to the security guards and/or security supervisors. The charges for the same shall be decided at the sole discretion of BHEL and will be binding on the contractor.
- 3.8 That BHEL will provide office, office furniture's, telephone, stationary, etc. on the request of the party free of cost, if considered appropriate and necessary for the proper discharge of security function.  
The aforesaid facilities shall be allowed only at the discretion of Head of Human Resource Department of BHEL.
- 3.9 That party shall maintain stock register for items of properties issued by BHEL.
- 3.10 That the tenure for Security Supervisors and staff will be decided by the BHEL in consultation with the party.
- 3.11 That it will be the responsibility of the party to comply with and implement all the laws applicable on the employees employed by them at the premises of BHEL.
- 3.12 That BHEL shall not be liable for any lapses made on the part of the party. The BHEL shall have right to recover the damages arising out of any violation of the labor laws made by the party.
- 3.13 That the party shall provide complete and round the clock security services all days of the week by changing the personnel in rotation or replacement subject to laws and rules applicable at the relevant time.
- 3.14 That the entire responsibilities for taking security measures shall be of the party and the BHEL will not be liable to pay anything for the security charges except as provided for in the agreement.
- 3.15 That the party shall provide complete bio-data of the staff posted at BHEL, HERP, Varanasi.
- 3.16 That periodical surprise checking of staff can be made by BHEL for maintaining the efficiency.



**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

- 3.17 The tenure of this agreement will be for a period of 02 (Two) years. However, this can be extended for same or lesser period on mutual agreement basis. This can be terminated at 03 months' prior notice from either side.
- 3.18 The party will pay bonus to its employees in accordance with the Payment of Bonus Act 1965 (As applicable) & will keep all the records as per the requirement of said Act. The same shall be reimbursed by BHEL upon submitting the documentary proof of same.
- 3.19 The party shall regularly pay the amount of contribution (i.e. the employer's contribution as well as the employee's contribution in pursuance of any scheme and the employer's contribution in pursuance of the insurance scheme) under the employees PF and Miscellaneous Provisions Act, 1952 (As applicable) and any other charges on the basis of such contribution for meeting the cost of administrating the fund paid or payable by BHEL (Employers Contribution) in respect of employees employed by or through the party. However same shall be reimbursed by BHEL upon submitting the documentary proof of same.
- 3.20 The party will arrange its own ESI Sub Code from the ESI Office, Varanasi in terms of provisions as per Employees State Insurance Act, 1948 and arrange for all other formalities of employees regarding ESI.
- 3.21 That the party shall regularly deposit the amount of contribution [i.e. the employers' contribution as well as employee's contribution as per the provisions of Employees State Insurance Act, 1948 every month against the ESI code of the party or as per the extent rule of the government, as applicable.
- 3.22 The BHEL will reimburse the amount of employer's contribution towards ESI to the party on submission of the proof of deposition by the party.
- 3.23 The party shall every month furnish the statement showing recoveries of the contributions in respect of employees employed by them to BHEL.
- 3.24 Any change in the provisions of the Employees State Insurance Act, 1948 in future will be applicable to both BHEL & party.
- 3.25 GST (Goods and Service Tax) or any other statutory Tax shall be payable subject to submission of documentary evidence.
- 3.26 The Party may recover from his employees the employee's contribution in accordance with the provision of the PF and Miscellaneous Provisions Act 1952 and the scheme but they shall not recover the employer's contribution or the other charges referred to in above mentioned paragraph from the employees in any manner.
- 3.27 The party within seven days of the close of every month, submit to BHEL statement showing the recoveries of contributions in respect of employees employed by or through them along with the proof of its deposition with R.P.F. commissioner and shall also furnish to BHEL such information as BHEL in the capacity of principal employer is required to furnish under the provisions of the scheme under the employees PF and Miscellaneous Provisions Act, 1952 to the authorities under the said Act.
- 3.28 The party will arrange its own P.F. code No. from the office of Regional P.F. commissioner and arrange for depositing employee's contribution including employer's contribution in the R.P.F. commissioner office.
- 3.29 That the party of the first part shall ensure that their personnel do not join any union or interfere with the working of the BHEL.



**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

- 3.30 On the date of this agreement, the following will be the sanctioned strength of the personnel.

Security Guards	Gunman	Security Supervisor
26 (Twenty Six )	02 (Two)	4 (Four)

The aforesaid strength may be increased or decreased under the Administrative orders of the Head of Human Resource Department BHEL, HERP, Varanasi.

**NOTE:** The maximum age for Security Supervisors/Security Guards and Gunman should not exceed 65 (Sixty-Five) years in consonance with PSARA Act 2005 and depending upon the Physical and Mental condition of the personnel engaged.

- 3.31 That in case if the personnel of the party are required to be engaged on extra duty, the BHEL will make payment for the same. The Head of Human Resource Department of BHEL will be the appropriate authority to permit such extra deployment and payment thereof.
- 3.32 That BHEL shall pay to the party applicable wages payable to the personnel employed by the party as per notifications of the Directorate General of Resettlement, Ministry of Defense, Govt. of India, as amended from time to time. Such wages applicable for 'Area-B' shall be applicable for BHEL, HERP, Varanasi. If there is any increase/decrease in the wages, the same shall be made applicable from the effective date.
- In addition to above any special allowance as deemed fit by BHEL, for any special duty, shall be payable at the discretion of the Head of the Unit of BHEL, HERP, Varanasi.
- 3.33 That all the payment by BHEL will be made by the Account payee cheques or EFT payment to the party or to their authorized representative. Wage payments will be made to the persons engaged by the party to their respective bank account through online transaction and a proof of the same to be submitted along with the bill.
- 3.34 List of documents required at the time of submission of invoices as mentioned below:
1. EPF Statement of the previous month.
  2. ESI Statement of the previous month.
  3. Wage Sheet or attendance Sheet of that month.
  4. Payment statement duly verified by the bank.



**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

**4.0 General terms & conditions**

- 4.1 Successful bidder has to get the essential License under Contract Labour (Regulation & Abolition) Act 1970 after award of the contract for the areas and nature of work which they will be performing as part of the contract.
- 4.2 Bidder should have an independent ESI Employer code under ESI Act 1948.
- 4.3 Bidder should preferably have the independent PF code under Employee Provident Fund and Miscellaneous Provisions Act 1952.
- 4.4 Photocopy of Letter from ESI Corporation and PF commissioner's office, to establish that bidder is independently registered as an employer under ESI and PF to be produced to BHEL immediately on commencement of work (ESI & PF code to be submitted).
- 4.5 The bidder shall also mention the PAN Number issued by Income Tax Department.
- 4.6 There should be no Case or charge under investigation/enquiry/ trial against the Bidder, or conviction in a Court of Law or suspended or Blacklisted by any organization on any ground.
- 4.7 The opinion/decision of BHEL regarding the bid shall be final and conclusive. BHEL reserves the right to reject any or all the bids at any time without assigning any reason.
- 4.8 In case the bidder has a relative employed in BHEL, the authority inviting tender shall be informed of this fact in writing at the time of submission of tender, failing which the tender may be cancelled, or if such fact comes to light subsequently, the contract may be terminated.
- 4.9 If the bidder gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, BHEL, HERP. Varanasi reserves the right to reject such tender at any stage.
- 4.10 BHEL reserves the right to award the contract to one or more contractor simultaneously as deemed fit at the initial stage or during the contract period.
- 4.11 **EARNEST MONEY DEPOSIT (EMD):**  
No EMD is required to be submitted by the Security agency as per instruction contained in DGR guidelines.
- 4.12 **SECURITY DEPOSIT:**  
Bank Guarantee up to a maximum limit not exceeding 10 percent of One month's wage bill. The CPG (Contract Performance Guarantee) can be deducted from the ESM's monthly service charges in instalments as mutually agreed by the ESM and principle employer and also the security deposit/CPG may be furnished at the time of start of the contract in any one of the following forms:
  - i) Pay Order, Demand Draft in favour of BHEL.
  - ii) Local cheques of scheduled banks, subject to realization.
  - iii) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (certificate should be held in the name of contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back)



## **Bharat Heavy Electricals Limited**

### **Heavy Equipment Repair Plant**

Works Contract Management (WCM) Department

TARNA, SHIVPUR, VARANASI-221003

- iv) Bank Guarantee from Scheduled Banks/Public Financial Institutions as defined in the Companies Act. The bank guarantee format should have approval of BHEL.
  - v) The FDR (Fixed Deposit Receipt) issue by scheduled banks/Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the **Contractor, A/c BHEL Varanasi**, duly discharged on the back.
  - vi) Insurance Surety Bonds  
(Note: Acceptance of Security Deposit at Sl. (iv) and (v), above shall be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.)
- a) Security Deposit shall not be refunded to the contractor except in accordance with the terms of the contract.
  - b) Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the offer of the contract and the bidder shall be liable to compensate the losses if any incurred by BHEL on this account. The security deposit shall be refunded within a reasonable time after the date of expiry of the contract period subject to the contractor carrying out all obligations and operations as required under the contract.
  - c) BHEL reserves the right to appropriate the whole or any part of the amount of the security deposit without prejudice to other claims against the contractor for losses suffered by BHEL due to failures on the part of the contractor or due to termination of contract or contractor becoming disqualified because of liquidation. Such losses, damages, charges, expenses or cost, as assumed by BHEL shall be final and binding the contractor and shall not be called into question.

#### **4.13 STATUTORY REQUIREMENTS:**

- (a) Bidders are required to comply with all the statutory provisions such as Bonus, PF, EDLI, ESI, Gratuity, Service Tax, compensatory allowance, travel allowance, minimum wages prevailing at the time of payment or arrears thereof, declared Holidays, leave etc. These shall however be reimbursed by BHEL as per rules.
- (b) The bidder shall comply with the provisions of the Factories Act 1948, Contract Labour (Regulation and Abolition) Act 1970, ESI Act, Employees Provident Fund and Miscellaneous Act 1952, Minimum Wages Act 1948, Payment of Gratuity Act 1972, Industrial Disputes Act, 1947, Employers Liability Act 1938, Inter State Migrants Workmen (Regulation of employment and conditions of Service) Act 1979 and or any other Laws and Rules that may be applicable from time to time to the workers engaged by him. The bidder, when required by the Company shall produce the registers and records for verification and comply with other directions issued by the company for compliance of the statutory provisions.
- (c) The Income Tax as applicable will be deducted from the bill of contractor.
- (d) The contractor shall submit the documentary evidence of payment on account of submission of statutory payments made to the concerned agencies before clearance of bill of next month.



**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
 Works Contract Management (WCM) Department  
 TARNA, SHIVPUR, VARANASI-221003

(e) While quoting the rate, the bidders are advised to take care of Minimum wages. Present rate of wages as applicable are as under:

Sl. No.	Particulars		Security Guard without arms (Skilled)	Security Guard with arms (Highly Skilled)	Supervisor (Highly Skilled)
	Description	Details	Area-B (Rs.)	Area-B (Rs.)	Area-B (Rs.)
A	Basic Wages(BW)+ Variable Dearness Allowance (VDA)		816x26(Days)	897x26(Days)	1085.28x26 (Days)
			21216	23322	28217.28
B	Employees State Insurance (ESI)	3.25% of (BW + VDA)	0.00	0.00	0.00
C	Employees Provident Fund (EPF)	12% of (BW + VDA) (Wage limit Rs. 15000/-)	1800.00	1800.00	1800.00
D	Employees Deposit Linked Insurance (EDLI)	0.5% of (BW +VDA) (Wage limit Rs. 15000/-)	75.00	75.00	75.00
E	Administrative Charges	0.5% of (BW +VDA) (Wage limit Rs. 15000/-)	75.00	75.00	75.00
F	House Rent Allowance (HRA)	16% of (BW +VDA) or Rs. 3600/- ( whichever is higher)	3600.00	3731.52	4514.76
G	Employees State Insurance (ESI) /Medical Allowance on HRA	3.25% of HRA	0.00	0.00	0.00
H	Bonus	8.33% of (BW +VDA)	0.00	0.00	0.00
I	Uniform Outfit Allowance	5% of (BW +VDA)	1060.80	1166.10	1410.86
J	Uniform Washing Allowance	3% of (BW +VDA)	636.48	699.66	846.52
K	Total - (Z)	Sum of (A) to (J)	<b>28463.28</b>	<b>30869.28</b>	<b>36939.43</b>
L	Relieving Charges	Relieving Charges 1/6th of the Total-(Z)	4743.88	5144.88	6156.57
M	Monthly cost per head/person	Sum of (K) and (L)	<b>33207.16</b>	<b>36014.16</b>	<b>43096.00</b>
N	Service Charge	<b>To be Quoted in Price Bid on NIC Portal.</b>			
P	GST	Extra as per actul, on the basis of documentary evidence			

- (f) EDLI, PF Admin. Charges, if applicable shall be reimbursed by BHEL on submission of documentary proof.
- (g) The above wages are at rate prevailing as on 01.04.2023. However, when tender is finalized, the wages applicable at that time as per DGR Guidelines shall be made applicable.
- (h) The Bidder shall fully indemnify the loss if any caused to BHEL due to any default or non-observance of any of the laws, or any omission or commission or inability on the part of the Bidder or his representative.





## Bharat Heavy Electricals Limited Heavy Equipment Repair Plant

Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

- (i) The Bidder shall, keep and produce for inspection at all times, forms, registers and other records required to be maintained under various statutes in order go through them by the Company whenever required.
- (j) The Bidder shall produce the documentary proof of payment of wages to security personnel's and also the payment of the said statutory dues to the Company. Non-observance of the provisions will be construed as default by the Bidder in making such payment, and payment of his bill will be deferred
- (k) Each bidder will be required to maintain the daily attendance of his labors in the prescribed Performa for accounting payment of minimum wages, deduction towards ESI & PF Contributions, payment of Bonus, leave etc. as applicable.
- (l) The bidder will have to follow the provisions of Payment of Bonus Act 1965 and Rules 1975 (As applicable), and is liable to pay Bonus to his workers. (Minimum prescribed bonus being 8.33% at present) or as per extant rule of the government.
- (m) The bidder will have to extend paid National Holidays and Festival Holidays to the hands engaged by them as per the provisions of Act and the Rules thereof. However, if due to exigencies of work he engages their hands on National Holidays or Festival Holidays he shall pay additional wages as prescribed under the provisions of the Act.

#### 4.14 **Manpower:**

- (a) As per given approved strength you are required to deploy minimum 32 nos. personnel daily. In case of more workers are needed on any day, you shall provide them on same terms and conditions. Details of manpower to be deployed are as under:-

Category of Personnel	Required Nos.
Security Supervisor	04
Gunman	02
Security Guard	26

- (b) The bidder shall be responsible for safety of manpower engaged by them while they are engaged for work connected with BHEL, HERP, Varanasi & CoE Karkhiyaon contract.
- (c) The bidder, as the employer of his workmen, shall manage them. In the event of any dispute arising between the Bidder and his employees, the Bidder alone is solely responsible for resolving the dispute between them and BHEL will in no way be responsible for settling the dispute either statutory or otherwise.
- (d) The bidder will be solely responsible for executing the agreed work and the employees of BHEL will only oversee the proper execution of work. The contractor or his representatives shall be available (whenever required) in the factory to control his workers and take down instructions from the designated officials of BHEL.
- (e) Contractor shall not employ manpower who are less than 18 years of age.
- (f) The bidder shall employ only such personnel who are medically fit and free from any contagious disease. The company has right to direct the bidder to remove from the



## **Bharat Heavy Electricals Limited**

### **Heavy Equipment Repair Plant**

Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

premises such of his personnel who may be physically, hygienically, clinically or medically unfit.

- (g) The bidder shall engage sufficient number of competent employees for executing the agreed work. The Bidder shall have full control over his employees including w.r.t determining service conditions, discharge, dismiss, or otherwise terminate their services at any time. The bidder shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.
- (h) Contractor has to ensure presence of his supervisor in all the shift who should be capable of managing of his workforce, carry out the job smoothly, maintaining and submitting all statutory records and co-ordination with concerned section-in charge.

#### **4.15 PERIOD OF CONTRACT**

- (a) The contract period will be for 02 (Two) years.
- (b) The contract may be extended further for the maximum period of two years on the rates (as applicable), terms and conditions if mutually agreed upon.

#### **4.16 FAILURE TO COMPLY WITH CONTRACT**

- (a) Notwithstanding anything contained in any other clause, BHEL reserves the right to terminate the contract due to any failure on the part of the Bidder in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of the BHEL about the failure on the part of the Bidder shall be final and binding on the bidder.
- (b) In case of any damage to the existing building, structures, materials, tools, furniture and fixtures, machines etc., caused from contractor's end, the cost of its repairs or replacement will be recovered from the contractor.
- (c) The cancellation of contract may be either whole or part of the contract at BHEL's option. However, the contractor shall continue to operate that part of contract which has not been terminated.
- (d) The decision of BHEL regarding interpretation of any terms and conditions set forth in the agreement shall be final and binding on the contractor.

#### **4.17 PAYMENT TO THE CONTRACTOR**

- (a) The periodicity of payment to the Contractor shall be on monthly basis. The Contractor shall raise the bill for payment as per contractual terms and conditions mentioned in the Contract, which should be duly certified by the BHEL official in charge of the contracted work. However, the bill shall be raised by the contractor only after disbursement of wages payable to the workmen before 7<sup>th</sup> day of every month. **Payment will be released by the BHEL normally within 15 days from the receipt of bills (complete in all respect) at BHEL.** If payment is delayed beyond 15 days due any unavoidable circumstances, no claim for interest or compensation will be admissible.
- (b) The contractor has to submit bills to the BHEL Office, documentary proof of all the statutory payments along with the bills of the month.

#### **4.18 SUB-CONTRACTING**

The contractor shall not sub-contract or transfer or assign the contract in full or in part or any part thereof to any other person or firm or company.

#### **4.19 LAWS GOVERNING THE CONTRACT**





**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

- (a) The contract will be governed by the Laws of India for the time being in force and as amended or made from time to time.
- (b) All disputes shall be settled in accordance with the Laws of India for the time being in force and as amended from time to time.

**4.20 LEGAL JURISDICTION**

In respect of all matters arising out of or pertaining to the contract, the cause of action thereof shall be deemed to have arisen only at Varanasi, where BHEL-HERP is situated. All legal proceedings pertaining to the above matters or dispute shall be instituted only in courts having territorial jurisdiction over the place where BHEL-HERP is situated and no other court shall have the jurisdiction.

**4.21 DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR**

- (a) The duties and responsibilities and obligation of the contractor including statutory responsibilities mentioned in this document are an indicative list and not exhaustive list. Contractors are required to confirm with the concerned authorities for proper and complete compliance. The contractor will not engage any child labour ( i.e. any workers below the age of 18 years) and the contractor will abide by the provisions of child labour (Prohibition & Regulation) Rules 1988. He should issue appropriate appointment Letter to his Workmen.
- (b) All documents/ forms under Contract Labour (Regulation & Abolition) Act 1970 and relevant rules therein shall be maintained by each contractor:
- (c) The contractor shall comply with the provisions of Contract Labour (R&A) Act including provisions relating to welfare and Health facilities as provided under the Contract Labour (R& A) Act 1970 and relevant rules.
- (d) The contractor shall be required to submit the returns required under contract Labour (Regulation & Abolition) Act 1970 and forward a copy to HR Department.
- (e) The contractor shall comply with the provision of ESI Act, and will be responsible for any liability arising during the tenure of the work contract under the Act.
- (f) Workmen insured under ESI Act only shall be deployed in contract work.
- (g) The bidder shall submit Six Monthly return in Form 6 along with monthly Challans to the appropriate authority under the provisions of Employee's State Insurance Act 1948, under intimation to HR Dept.
- (h) Not with standing anything contrary to this, in the event of accident the contractor shall be required to submit injury report to the concerned authorities with a copy of the same to the designated authorities of BHEL, HERP, Varanasi immediately and ensure the compliance of the ESI Act and rules made therein.
- (i) The bidder shall submit the following returns to the appropriate authority under the provisions of Employee's Provident Fund and Misc. Provisions Act 1952, Employees' Pension Scheme 1995 under intimation to HR Dept.
- (j) Monthly return in Form 12 A along with form 5 & 10 (addition and deletion) and monthly Challan.
- (k) Annual Return in Form 6A along with Form 3A.
- (l) The Contractor shall maintain the relevant records as required under the Employees Provident Fund and Miscellaneous Provisions Act 1952, Employee's Pension Scheme 1995.



## **Bharat Heavy Electricals Limited**

### **Heavy Equipment Repair Plant**

Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

- (m) The contractor shall regularly pay the amount of contribution (employer's contribution as well as the employee's contribution) as per the Employee's Provident Fund and Miscellaneous Provisions Act 1952, Employees' Pension Scheme 1995 and Employee's State Insurance Act 1948 as applicable.
  - (n) The contractor will arrange for his own P.F. and ESI code No. from the P.F. Authorities and ESI Authorities.
  - (o) The contractor may recover from his workmen, the employee's contribution in accordance with the provision of the said act and the Scheme but he shall not recover the employer's contribution or the other charges from his employees in any manner.
  - (p) The contractor shall submit along with monthly bills to BHEL, statement showing the recoveries of contributions in respect of employees employed by or through him along with the proof of Deposit of such contribution with the Concerned Authority and shall also furnish to BHEL if such information, in the capacity of principal Employer, is required to furnish under the provisions of the schemes under the Employees P.F. and Misc. provisions Act 1952 and ESI Act 1948 to the authorities under the said acts.
  - (q) Contractor shall supervise the work allotted to him and to be carried out by his employees.
  - (r) Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal records.
  - (s) In case of revision of Minimum Wage by DGR after the award of work by BHEL, HERP, Varanasi the contractor will be liable to pay the difference of increased wages for such period. Any failure to comply with the statutory requirements on the part of contractor shall disqualify such contractor from all contracts awarded to him and his name shall be black listed for further tenders / contracts. In addition, the contractor's security deposit shall be forfeited apart from consequential legal action against him.
  - (t) In case contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the Security deposit / other dues payable under the contract can be utilized by BHEL to discharge the liability of the contractor.
  - (u) The liability for compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- 4.22 **NATIONAL & FESTIVAL HOLIDAYS (as declared by BHEL, HERP, Varanasi)**
- (a) The contractor will give paid National Holidays and Festival Holidays However, if due to the exigency of work if any of his workmen is required to work on National Holiday or Festival Holiday, the contractor will pay wages as per provisions of the said act.
  - (b) Besides the three national holidays 15th August, 26th January and 2nd October, if Govt. declares any other day as a national holiday same will be treated as paid holiday for the purpose of this contract. Accordingly, the contractor shall be required to provide paid holiday to its workers for the same. If any of the contract worker works on such additional declared national holiday, he will be entitled to additional wage for the said day.
- 4.23 The Contractor shall maintain relevant Documents, Registers, Forms as required under the Factories Act 1948 and Rules 1969.
- 4.24 Deleted.
- 4.25 Contractor has to ensure that all his workmen are granted one day weekly off after every 48 hrs. of working.



## **Bharat Heavy Electricals Limited**

### **Heavy Equipment Repair Plant**

Works Contract Management (WCM) Department

TARNA, SHIVPUR, VARANASI-221003

- 4.26 The contractor shall follow safety rules and regulations as per provisions of Factories Act 1948, and Rules at his own expense and arrange for the safety provisions as appended to these conditions or rules framed by the government from time to time.
- 4.27 Security deposit money of contractor will be refunded within reasonable time from the date of completion of the contract and Inspection report by ESI Authorities. In case any dues are claimed by the ESI Authorities, the dues of the contractor will be settled only after NOC from ESI Authorities.
- 4.28 Contractor shall inform his PAN to BHEL. Income tax as applicable will be deducted at source by BHEL from the bill of contractor.
- 4.29 The Contractor shall be required to deposit GST as applicable, as assessed by statutory authorities before 15<sup>th</sup> of the following month, if same is applicable as per rules in force from time to time. The amounts so spent can be claimed from BHEL after submitting the proof of the same.
- 4.30 All the Registers and Records, forms, Notices maintained under the relevant Acts and Rules should be produced on demand before the Inspector or any other authority under the Act, failing which the contract may be terminated without any notice.
- 4.31 Contractor shall be required to submit a list of his workers to be deployed for the works contract in the enclosed Performa giving details regarding Name of contract worker Fathers Name, permanent and Present Address, Date of Birth, Qualification, Caste-SC/ST/OBC ESI No and family member details.
- 4.32 The contractor shall abide by all the labour legislations and other laws including the provisions of Contract Labour (Regulation & Abolition) Act 1970, the Factories Act 1948, The Payment of Wages Act 1936, the Minimum Wages Act 1948, ESI Act and Employees Provident Fund Act. and other relevant Acts applicable to his workmen / worker under this contract.
- 4.33 The contractor shall promptly furnish all information and document required by BHEL, HERP, Varanasi authorities for the purpose of complying with the responsibilities of Occupier of the factory and shall render all the necessary assistance for the same.
- 4.34 The contractor will maintain proper discipline of his workmen and will ensure that his workers do not cause any loss or theft or damage to any company's property. The contractor will also be responsible for the good conduct of his workmen.
- 4.35 The contractor shall not sub-contract or transfer the contract or any part thereof to any other individual, firm or company without the express written permission of BHEL, HERP, Varanasi.
- 4.36 The contractor shall ensure and maintain uninterrupted services in work in accordance with instructions given to them on behalf of BHEL from time to time. BHEL, HERP, Varanasi shall also be entitled, at its discretion to terminate the contract in full or cancel any part thereof by services an advance notice of 03 Three) months.
- 4.37 The contractor shall, without fail, furnish up to date information in writing of the attendance of the workers engaged by him. The contractor will also submit the required documents and certificates as prescribed from time to time for the clearance and the payment of the bill.
- 4.38 In case the agency makes default in commencing the work within the time specified by BHEL without any reasonable cause, disputes any of the terms and conditions of the contract or refuses to execute the contract or any part thereof at any stage, the contract



**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

shall, without prejudice to any other right or remedies available to BHEL HERP, be liable to be cancelled/terminated in part or in whole. In the event of cancellation/termination of contract, the contractor shall be liable; to compensate BHEL for all losses incurred by BHEL including the loss suffered on account of having the work executed through any other contractor or department as may be convenient to BHEL, in accordance with the exigencies of the work. In case only a part of the contract is canceled, the remaining portion of contract may be allowed be executed by the contractor.

- 4.39 Whenever any sum of money is found to be recoverable from or payable by the contractor, the same will be deducted from any sum that may due or which at any time there after becomes due to the contractor under this contract or under any other contract or from his security deposit. In case the recoveries are not complete even after such deduction, the contractor shall pay the same or the balance thereof from the security deposit. The contractor shall immediately thereafter pay such further sums as may be required to replenish the shortage caused by such recoveries in the amount of security deposit.
- 4.40 In case of failure on the part of the contractor to execute the work awarded to him within the stipulated time, the necessary action will be taken as per prevailing law and BHEL, HERP, Varanasi may in its discretion award the contract to any other party.
- 4.41 In case of any extra work executed by the contractor, the contractor will be paid on pro-rata basis.
- 4.42 All the terms and conditions as mentioned in work order will also form a part of the agreement.
- 4.43 BHEL Management shall have a right to deduct any sum from the bill of the contractor for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract, Non- payment of wages or of deduction made from his or their wages which are not justified by the terms of the contract or non-observance of the said contract Labor regulations.
- 4.44 The contractor shall be responsible for observance of local laws, employment of personnel, payment of taxes etc. As far as possible, workers shall be engaged from the local areas & present work force can be removed or new one inducted only after the consent of BHEL Management.
- 4.45 The work shall be supervised by the contractor or through their authorized representatives on day-to-day basis.
- 4.46 The contractor shall be wholly responsible for the behavior of the workmen at the work place and outside, in the BHEL premises.
- 4.47 BHEL shall be entitled to recover any payment made on behalf of the contractor under any law or otherwise.
- 4.48 **ARBITRATION**
- (a) If at any time, any question, dispute or difference on matter connected with this work order should arise, the same shall be referred for arbitration to a person nominated in this behalf by Head of Unit, BHEL, HERP, Varanasi the award shall be final and binding on both parties.
- (b) In any matter pertaining to law, the agreement shall be subject to limits of local jurisdiction.



**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

**4.49 PRICE VARIATION CLAUSE**

In the event of revision to minimum wages as per notifications issued by DGR, New Delhi, the rates in the contract would be revised accordingly. The applicable rates would be payable by the contractor to the workmen and other statutory authorities, as per rules, from the effective dates and the same shall be reimbursed by BHEL.

**4.50 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 practices to the detriment of procuring entity's interests. 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 purposes 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 cases of agents quoting in offshore procurements, on behalf of their principal 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 principal manufacturer directly or through one Indian agent on his behalf; and
  - 2. Indian/foreign agent on behalf of only one principal; or
- 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. bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

**4.51 Breach of contract, Remedies and Termination**

In case of breach of contract by contractor (Not commencing the work, Termination of work during contract period, not providing the sufficient security persons, etc.) 10% of the contract value shall be recovered from contractor through available instruments with BHEL or legal remedies.

Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.



**Bharat Heavy Electricals Limited**  
**Heavy Equipment Repair Plant**  
Works Contract Management (WCM) Department  
TARNA, SHIVPUR, VARANASI-221003

**PART – B**

<b><u>PRICE BID FORMAT</u></b>	
Title of work	<b>Providing Watch and Ward (Security) Services at BHEL HERP, Varanasi &amp; CoE Karkhiyaon</b>
Tender No	HERP/WCM/HR/Security/23-25 _Dated 31.10.2023
Rate of Service Charges to be Quoted by service provider (in %)	%

**Note:** L-1 bidder will be decided as per the guidelines/Instructions and sponsorship letter for Security and Allied services, issued by the DRZ ©/ DGR/ Ministry of Defense.

**DECLARATION:**

This is to declare that the above service charge is exclusive of Service or any other taxes, levied on the service being provided by the agency and shall be reimbursed on production of proof of payment of the same to the concerned statutory authorities.

I/we agree to execute the above work on terms & conditions as per the tender documents and also agree to deposit Security Deposit in line with clause 4.12 of General terms & conditions immediately after award of contract to me.



## Annexure-1

**INTEGRITY PACT****Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

\_\_\_\_\_, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

**Preamble**

The Principal intends to award, under laid-down organizational procedures, contract/s for \_\_\_\_\_

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

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

**Section 1- Commitments of the Principal**

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

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



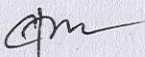
- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

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

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

### Section 4 - Compensation for Damages

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





**Section 5 - Previous Transgression**

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

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

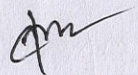
- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

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

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

**Section 8 -Independent External Monitor(s)**

- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.

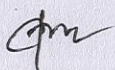




- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

#### Section 9 - Pact Duration

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.





**Section 10 - Other Provisions**

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

*(C.P. Yadav)*  
*Manager (WCM)*

For & On behalf of the Principal  
 (Office Seal)

Place Varanasi  
 Date 17/10/22

Witness: \_\_\_\_\_  
 (Name & Address) \_\_\_\_\_

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

Witness: \_\_\_\_\_  
 (Name & Address) \_\_\_\_\_



### Clause on IP in the tender

#### **Integrity Pact (IP)**

- (a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

SI	IEM	Email
1.	Shri Otem Dai, IAS (Retd.)	<a href="mailto:iem1@bhel.in">iem1@bhel.in</a>
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	<a href="mailto:iem2@bhel.in">iem2@bhel.in</a>
3.	Shri Mukesh Mittal, IRS (Retd.)	<a href="mailto:iem3@bhel.in">iem3@bhel.in</a>

- (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- (c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

#### Note:

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:

#### Details of contact person(s):

(1)  
Name: C. P. Yadav  
Deptt: WCM  
Address: BHEL HERP, Varanasi  
Phone: (Landline/ Mobile)  
Mob - 8052365666  
Email: cprabhakar@bhel.in  
Fax: \_\_\_\_\_

(2)  
Name: ATENDR KUMAR PAL  
Deptt: WCM  
Address: BHEL HERP Varanasi  
Phone: (Landline/ Mobile)  
M- 8765956501  
Email: atendpal@bhel.in  
Fax: \_\_\_\_\_