



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

Corporate Office, BHEL House,
Siri Fort, Asiad, New Delhi-110049
Tele No. 011- 66337406
(Phone), 011-66337428 (Fax)

No. AA:GAX:16:SA:102
Dated: 20.01.2017

Submission of tender enquiry on **27.01.2017 by 10:30AM**
Due date for opening of bid on **27.01.2017 at 11:00AM**

Subject: Providing Security & Allied Services at Noida (U.P) Based BHEL premise.

Dear Sir(s),

We are pleased to invite your tenders, in sealed covers for the subject work. The terms & conditions of the tender are mentioned below:

1.00 GENERAL TERMS & CONDITIONS OF TENDER:

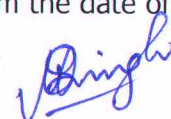
- 1.01 Bharat Heavy Electricals Ltd. (A Govt. of India Undertaking) requires Security Services at Noida **(U.P) based BHEL premise** for 2 years as per detailed scope of services mentioned in **Annexure-H**.
- 1.02 Tender Enquiry No. & due date must be legibly superscripted on all the envelopes.
- 1.03 Tenders shall be received and opened on the due date and time as mentioned above in the presence of tenderers who may like to be present.
- 1.04 Tenders shall be strictly in accordance with the tender specifications. Any deviations shall be listed out separately.
- 1.05 Offers shall remain valid till the validity of DGR Sponsorship letter.
- 1.06 BHEL shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any tender in part or full without assigning any reason whatsoever.
- 1.07 BHEL will not be responsible for the postal delay under any circumstances for non-receipt of Tenders / submission of filled in tender document by due date & time.
- 1.08 Tenders received after due date & time are liable to be rejected.
- 1.09 BHEL reserves the right to increase or decrease the quantum of work/services upto **30%** at the same rates and terms & conditions of this NIT during the currency of the contract. BHEL also reserves the right to ask the Security Agency to shift the services from one location to another location of BHEL within state of operation at the same rates and terms & conditions.
- 1.10 Tender should be submitted along with covering letter of the tenderer and duly signed on each & every page of the tender document, technical specifications and price bid etc.

I/We agree with the above.

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- 1.11 No overwriting / correction in the Price Bid by the bidder shall be allowed. However, if correction is unavoidable, the same must be duly signed by the authorized signatory.
- 1.12 In case any typing error/other clerical errors is noticed by the bidder, in the tender documents, the same must be pointed out and got clarified before submission of offer, or else, BHEL's interpretation shall prevail & shall be binding on the bidder.
- 1.13 **Earnest Money Deposit/Contract Performance Guarantee (CPG)/ Bank Guarantee:** DGR sponsored Security Agencies are not required to deposit Earnest Money Deposit (EMD). However, depending on the nature of service being provided, the successful tenderer must submit the security deposit up to a maximum limit not exceeding 10 percent of One month's wage bill. The security deposit shall not carry any interest. Security deposit will be refunded to the Security Agency after six months from successful completion of the contract.
- 1.14 Once the contract is entered, the percentage of monthly agency/ service charges as quoted shall remain firm for the entire contract duration & will not vary on any account whatsoever be the reason. However, any changes in the quantum of Service Tax Components, if applicable, due to statutory variation, the same shall be admissible during the tenure of the Contract.
- 1.15 The value of contract will be worked out based on the percentage service charges as quoted by bidder. Service Charge **(in percentage)** as quoted by the bidders should be **inclusive of all taxes/charges (excluding service tax)**.
- 1.16 **Evaluation Criteria:** Evaluation of the bidders will be done based on quote of percentage service charges mentioned in Price Bid Format **(Annexure-G)**. The contract will be awarded to senior most security agency at L1 rate. In an eventuality of more than one DGR Sponsored agencies quoting the L1 rates, the contract under consideration will be allotted to the senior most DGR sponsored agency. The order of seniority of sponsored agencies is indicated in sponsorship letter. The L-1 bidder shall have to disburse the Wages to their workforce (Security Guards & Supervisors), as per the details indicated in the **Annexure-H**.
- 1.17 The contract will be valid for the period of 24 months (02 Years) from the date of award of work. The contract can be extended further for the period of 03 months from the date of expiry of 2 years contract on the same rates, terms & conditions, if mutually agreed in writing.
- 1.18 Tenderers are requested to go through the scope of services, visit each BHEL premises and get fully acquainted with the scope of services required for the premises and get their doubts clarified regarding the above job/services before submitting the offer. Visit shall be made on any working day between 9:00 AM to 05:30 PM with prior intimation.
- 1.19 The Security Agency finalized for the Services will have to commence the services on the date finalized by BHEL.
- 1.20 Tenderer must note that any false information / data or any suppression of acts will be disqualifying them even at a later stage also. The Security Agency will deploy trained and efficient workforce for the above Services. In this connection, the Security Agency has to maintain a register for their record etc. and made available to BHEL / Statutory authority as & when needed.
- 1.21 The Security Agency will be abide by to execute the work assignments on Job Contract basis strictly in accordance with the terms and conditions of the NIT and the Company in turn also agrees to engage the Security Agency accordingly with effect from the date of award.

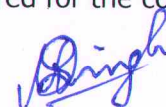
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- 1.22 BHEL reserves the right to accept or reject any of the bid / all bids with or without deviation or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case tenderer shall have no claim arising out of such action by BHEL.
- 1.23 Penalty will be levied by BHEL as per relevant clauses of the tender on account of delay, violation of contract conditions and non-performance of the Security Agency.
- 1.24 The successful tenderer will be responsible for the quality of the services and will immediately rectify the deficiency pointed out in the job performed.
- 1.25 BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/Contractors (as available on www.bhel.com).
- 1.26 The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.
- 1.27 If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the Unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ Contractors (as available on www.bhel.com).
- 1.28 The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.
- 1.29 If any bidder/ supplier/ Security Agency during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ Security Agency as per extant guidelines of the company available on www.bhel.com and/or under applicable legal provisions.
- 1.30 The Bidder 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 any fraud or suspected fraud as soon as it comes to their notice.
- 1.31 **Risk Purchase:** In case the Tenderer on successful award of the Tender refuses to execute the work / part thereof shall pay the complete / excess cost to be incurred for the completion of the Contract.

I/We agree with the above.



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1.32 **Penalty Clauses:**

BHEL reserves the right to make deductions from the monthly bills and impose penalty of ₹ 400/- per day per security check point in following cases (*depending on the severity of the offence BHEL reserves the right to impose heavier penalty and take suitable legal action as per its discretion*): -

- 1.32.1 Non availability of workforce at any round-the-clock or office-hours points;
- 1.32.2 Misconduct / Misbehavior of the workforce (i.e. use of abusive language, Chewing of tobacco, Smoking/Drinking (alcoholic beverages) while on duty, eve-teasing, physical assault of any kind etc. among others). In such cases the security agency shall provide replacement of workforce within 48 hrs.
- 1.32.3 Non-satisfactory performance of services provided by security agency;
- 1.32.4 Non – compliance to Uniform.

2.00 **SPECIAL TERMS & CONDITIONS OF TENDER:**

- 2.01 The Security Agency shall ensure proper conduct and behavior of the workforce engaged by them in the work premises and shall remove the engagement of such person(s) who does/do not conduct himself / themselves properly or misbehave(s) with the regular employees / personnel of the Company in any place with immediate effect.
- 2.02 Continuation of the contract shall be based on the performance of the Security Agency. The following parameters shall inter-alia be considered while evaluating performance like timely rendering of services, quality of works/services, compliance with statutory requirements, Safety consciousness, maintaining of workforce in proper uniform bearing logo of the Security Agency and valid identity card with lanyards issued by the Security Agency.
- 2.03 The successful Security Agency will accept full and exclusive liability for the wages, PF, ESI, Bonus, Uniforms etc; for the workforce deployed by the Security Agency and other obligation referred under the law now and thereafter imposed by the Government / Local Bodies.
- 2.04 BHEL will have no liability whatsoever concerning the workforce deployed by the Security Agency for the purpose. The Security Agency shall keep the Company indemnified against all losses or damages or liability arising out of or imposed in the course of employment of workforce by the Security Agency.
- 2.05 The Security Agency will be solely responsible for any unlawful act of their workforce while on duty. In case of theft or loss of Company's property take place due to the negligence or carelessness of workforce, the Security Agency will be responsible and shall make good of the same.
- 2.06 If at any time, during the period of contract, it is observed by the Company or his authorized representative that the services rendered by the Security Agency are not up to the satisfaction of the Company or any terms of the contract are violated and Security Agency does not respond for improvement of the same, in such situation BHEL reserves the right to terminate the contract at the Security Agency's risk and cost with a notice period of one month and may deduct the cost of the above mentioned unsatisfactory work from his bill or may forfeit the Security Deposit in part or full as the case may be.

I/We agree with the above.



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- 2.07 In case of any dispute, the decision taken by BHEL Management will be final and binding on the successful Security Agency. The workforce deployed by the Security Agency will have no right or claim for the permanent absorption in BHEL.
- 2.08 **JURISDICTION** : Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract (including any arbitration in terms thereof) shall lie only in the court of competent civil jurisdiction in this behalf at Delhi (where this Contract has been signed on behalf of the SECURITY AGENCY) and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.
- 2.09 Both the Company and Security Agency hereby agree that all differences / disputes/ interpretations arising out of or in connection with this Agreement shall be mutually discussed and settled failing which the same shall be referred to the arbitration of a sole Arbitrator to be appointed by the General Manager (HR) of the Company for a Speaking Award wherein the sole Arbitrator shall give reasons for his Award. The venue of arbitration shall be in New Delhi and the Arbitrator's decision shall be final and binding on both the parties.
- 2.10 The Security Agency shall duly comply with all acts, laws, or other statutory rules, regulations, bye-laws applicable or which might be applicable to the National Capital Territory of Delhi with regard to the performance of the work assignments included herein or concerning this Agreement but not limited to Minimum Wages Act- 1948, Contract Labour (Regulation & Abolition) Act, 1970, Industrial Dispute Act, 1947, Workmen's Compensation Act 1923, Employees' State Insurance Act 1948 (to the extent as may be applicable, if any), Employees' Provident Fund and Misc. Provisions Act, 1952, The Payment of Bonus Act, 1965 and the amendments made thereafter to these Acts/ Laws and from time to time take such steps as may be deemed necessary in this regard. The Security Agency shall keep the Company Indemnified against all penalties, claims and liabilities of every kind under or for any violation of such acts, laws or regulations etc. by him or his employees.
- 2.11 In case, while on duty and during the course of engagement in work premises of the Company under this Agreement, if any of the Security Agency's workforce meet (s) with any injury / indisposition due to accident or other natural calamities, the Security Agency shall ensure that immediate and adequate medical aid viz., first -aid and subsequent treatment facilities are provided to the person(s) concerned free of cost without fail. In addition, the Security Agency shall also be liable for meeting with statutory liabilities like ESI etc.
- 2.12 The Security Agency shall be fully responsible for the timely payment of wages, PF, ESI, Bonus or any other benefits payable under the aforesaid Acts, Laws and regulations to the workforce engaged by him at the work premises of the Company. The Company shall not be responsible for these payments or any other liability on this account. The Security Agency shall also indemnify and compensate the Company for any liability incurred by the Company, if any, including costs incurred thereon. In that event the nominated officer of the Company shall be entitled to recover the amount so paid, from the Security Agency, including forfeiture of the Security Deposit; and, if the sum so payable and / the Security Deposit is less than the Company's claim, it shall be lawful for the Company to recover the balance amount as a debt from the Security Agency.
- 2.13 The Security Agency shall indemnify and compensate the Company, if the Company as Principal Employer under the Contract Labour (Regulation and Abolition) Act, 1970 becomes liable to assume any liability towards the workforce engaged by the Security Agency.

I/We agree with the above.

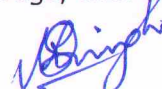


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In that event, the provisions relating to recover as provided in relevant clauses of the said Act shall be applicable in Toto.

- 2.14 This Agreement shall be deemed to have become effective from the forenoon of date of award, with respect to all the work premises covered under this Agreement and will remain in force for a period of twenty-four (24) months which can be further extended on the same terms and conditions on the mutual agreement between the Company and the Security Agency on satisfactory performance of the Contract as will be decided later. However, this Agreement shall be liable for termination earlier by the Company at any time by giving one month's notice to the Security Agency without assigning any reason therefore and without prejudice to the rights of the Company to recover any money becoming due under this Agreement. In such a case, the Security Agency shall not be entitled to any compensation thereof.
- 2.15 At BHEL, no representatives on behalf of Security Agency will be entertained. Proprietors/directors only will be allowed for any query/discussion. The proprietor will present himself in person for all dealings with BHEL. No dealing through representatives on Power of Attorney are permitted.
- 2.16 The agency shall maintain all statutory registers under the Law. The agency shall produce the same, on demand, to the concerned authority of BHEL or any other authority under Law.
- 2.17 In case, the Security Agency fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof BHEL is put to any loss / obligation, monetary or otherwise, BHEL will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.
- 2.18 BHEL reserves the right to withdraw / relax any of the terms and condition mentioned, so as to overcome the problem encountered at a later stage.
- 2.19 **WORKING TIME & NATURE OF SERVICES:** The Security Agency shall perform all the services mentioned in the Scope of Services as detailed in **Annexure-H** on day to day basis.
- 2.20 Successful Security Agency has to insure all the formalities in respect of Joining of their workforce in the Security Agency's establishment, registration of PF & ESI etc.
- 2.21 10% of the security workforce deployed for security duty (during all duty hours) should have training in Fire Fighting & First Aid and in possession of driving license for driving the vehicle when the need arises. The Security Guards provided by the Agency preferably should be below 50 years of age, of medical category "GOOD" and possessing the qualification matric / Defence qualification equivalent to matric. However, the upper age limit of a Security Guard and Supervisor will be 65 Years in consonance with PSARA Act 2005. The workforce deployed by the Security Agency shall be hail and healthy and should not be suffering from any communicable diseases.
- 2.22 Successful Security Agency has to deploy the minimum workforce as emphasized in the scope of services in the contract at any given day. Any deficiencies of the scope of services, the monthly payment of the Job / services get deducted to the tune of shortages on account of absenteeism.
- 2.23 **Over Time/Extra services:** The Security Agency shall not render any extra services unless he/she receives specific written instructions in writing from BHEL. In addition to normal duty hours, the workforce(s) may be required to perform, on an average, over time of 150 hours

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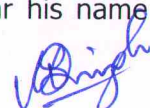


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in a calendar year. (The number of OT hours is only indicative / as an additional information). Moreover, when a security guard works for more than 48 hours in a week he/she is entitled wages on overtime rates i.e. double the ordinary rates of wages.

- 2.24 The swipe card system wherever applicable or an Attendance Register of the Security Agency's workforce shall be maintained by the Security Agency for each work premises separately for physical verification by the Principal Employer & Statutory Authorities.
- 2.25 Due supervision of jobs at the work premises shall be ensured by the Security Agency.
- 2.26 BHEL will nominate, a Representative (hereinafter called "the Company Representative") from among the Executive of the respective BHEL premises.
- 2.27 The Proprietor/director of Security Agency shall visit the work premises of the Company covered under this Agreement twice a month (min.) during the working hours and meet the company Representative as a matter of routine for maintaining regular contact and ensuring effective coordination on all related issues of these Agreements.
- 2.28 The Security Agency will maintain an instruction book at job premises, serially numbered on each page, so that our visiting officers can issue instructions regarding progress and quality of job to the Security Agency.
- 2.29 The Security Agency shall be held responsible for any damage / loss to the work premises / or the properties of the Company caused due to the negligence of his workforce and shall have to replace the same at his own cost. The decision of the officer nominated in this regard by the Company for fact finding shall be final and binding on the Security Agency.
- 2.30 The Security Agency shall hand over a copy of all legal and statutory documents and records to BHEL for fulfilling any future requirement with the statutory authority.
- 2.31 The successful Security Agency shall comply to all statutory labour law regulations applicable to this contract like timely payment of prescribed wages and other amounts as and when becomes payable, depositing of PF, ESI, taking of insurance cover etc. for workforce employed for this contract. Any obligation on account of the above will be the liability of the Security Agency.
- 2.32 The successful Security Agency shall abide by all the rules / regulations / status imposed by the Govt. or other concerned authorities. The Security Agency will be responsible for workmen's compensation & other requirements of local Municipalities / Govt. or any other law regulating bodies.
- 2.33 Successful Security Agency shall have to execute contract agreement on a non-Judicial Stamp Paper of ₹ 100/- at Delhi.
- 2.34 **LABOUR LICENCE:** The security agency will also obtain a labour license for provision of contract labour in accordance with the government order on the subject. The labour license can be obtained from the office of the concerned central labour department office in the state and submit the same to BHEL within 30 days from the date of placement of work order.
- 2.35 **IDENTITY:** The Security Agency shall ensure that the workforce engaged by him must wear & display these cards prominently on their uniform during their duty period (as the same duly endorsed by the Security Agency). Each workforce shall also wear his name badge (to be

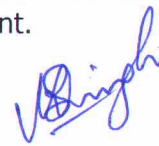
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issued by the Security Agency) while on duty. All the personnel so deployed will follow strictly the security regulations of the BHEL, in vogue from time to time.

- 2.36 **CHARACTER VERIFICATION AND ANTECEDENCE:** The Security Agency should get the character / antecedence of each and every workforce deployed by them at the job premises, verified by the Police Authorities before engaging and deploying them in BHEL premises. The Security Agency is directly responsible for the action of his workforce wherever deployed in BHEL.
- 2.37 **PROVIDENT FUND:** The successful bidder shall obtain Provident Fund Number from the concerned authorities on award of work and shall strictly comply with the provision of Employees Provident Funds Act. The Security Agency shall deposit Employees and Employer Contributions in the designated account with the designated authority every month. The Security Agency shall furnish the separate Challan/receipt for the deposit of provident fund made to RPF for the preceding month(s) with detailed calculation sheet of all the work force deployed at BHEL premises only which will be used for tallying / verification that proper PF deposit has been made. All workforce must possess UAN (Universal Account Number) so that they can view their balance/deposit online at EPFO website and can avail other benefits too.
- 2.38 **ESI:** The Security Agency shall strictly comply with the provision of Employees State Insurance Act. Security Agency shall issue Latest digital ESI card to all the workforce immediately after taking in to their employment. No workforce shall be deployed without the issuance of ESI Card under the contract. The Security Agency shall deposit Employees and Employer Contributions in the designated account with the designated authority every month. The Security Agency shall furnish the Challan/receipt for the payment towards ESI for the preceding month(s) with detailed calculation sheet of all the work force deployed at BHEL premises and other than BHEL premises which will be used only for tallying / verification that proper ESI deposit has been made.
- 2.39 As per DGR, Security Guards & Supervisors are allowed a day rest after continuous period of 06 days work every week. In case of Round the clock point, Security agencies have to deploy additional workforce at such points & so, is liable for the payment of Relieving Charges. In case of office hour points, Security agencies are not liable for the payment of Relieving Charges.
- 2.40 **BONUS:** The Security Agency shall strictly comply with the provision of the payment of Bonus Act 1965 and payment of Bonus Amendment Act 2015.
- 2.41 **WAGES:** All payments to the Security Agency's workforce shall be as per the terms of contract and as per details enumerated in **Annexure- E & F** which shall be made through direct credit in the bank accounts of its workforce (NEFT/RTGS/) by the 7TH of each English month. Any delay on this account shall be subjected to penalty or termination of contract. Opening of Bank A/c of their workforce or making payment of wages in their existing Bank A/c is the responsibility of successful Security Agency itself.
- 2.42 **UNIFORM / LIVERIES:** (i) The Security Agency shall ensure that while on duty, his workforce put proper uniforms in distinctive color code and in neat and clean conditions issued to them by the Security Agency; (ii) The Security Agency will issue uniforms as agreed upon.
- 2.43 The Company shall have no direct responsibility / liability in respect of the workforce engaged by the Security Agency on Job Contract Basis under this Agreement.



I/We agree with the above.

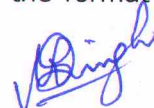
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- 2.44 **PAYMENT TERMS:** The Security Agency shall raise the bill, in triplicate, along with all the necessary documents. On receipt of the bill, BHEL will verify the bill and pass for payment of bill within 15 days from the date of receipt of bill. However, Security Agency have to make the payment of monthly wages to their respective workforce latest by 7th day of every calendar month by way of direct credit in the bank accounts (NEFT/RTGS) of its workforce. Security Agency has to also ensure timely deposit of PF and ESI as per the provisions of the Act. At the time of submitting the next bill, Security Agency has to submit Wage Sheet {as per Contract Labour (Regulation & Abolition) Act, 1970} the details of payment of wages to their workforce, proof of payment in the accounts of workforce, proof of deposit of PF, ESI etc. which will be for the purpose of ensuring that Security Agency has complied with the all the statutory requirements. Monthly Payment to the Security Agency shall be made as per the Rate at which the work is awarded which shall be inclusive of PF, ESI, Service charges etc. for the number of workforce deployed and for the number of days deployed during the month. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act Rules, as amended from time to time and a certificate to this effect shall be provided to the agency by BHEL. Invoice shall be submitted within prescribed time limit. Any new tax structure (like Goods & Services Tax) as and when implemented by the Government shall become applicable in addition to or in lieu of existing tax structure.
- 2.45 Failure to provide services by the tenderer as per requirement or Unwarranted / Indiscipline of the Labor of the Tenderer at workplace shall attract adverse remarks which may be included in the Completion Certificate and / or attract any legal /administrative action on tenderer or Labor of Tenderer or both, as deemed fit.

3.0 DOCUMENTS REQUIRED:

- 3.01 The agency should possess **Empanelment certificate issued by DGR and PAN Card** of the ESM Corp/Pvt. Ltd. /individual company. Tenderer has to submit a copy of DGR Empanelment Certificate & PAN card.
- 3.02 Tenderer who are already having PF registration No. & ESI registration number may submit the copies of the same. (**Note: In case tenderer doesn't possess the EPF & ESIC number then, Successful bidder/tenderer have to submit the same within one month from commencing of work.**)
- 3.03 The agency should possess valid **DGR sponsorship** from the date of issuance of NIT till the date of issuance of Award of Contract. Tenderer has to submit copy of sponsorship letter issued by DGR.
- 3.04 Tenderer has to submit valid copy of DGR Empanelment Certificate.
- 3.05 The agency should possess **PSARA License** for the operation in the state. Tenderer has to submit copy of **PSARA License**.
- 3.06 Un-priced price bid format duly signed by the tenderer shall be submitted along with technical bid by mentioning 'Q' in the column where quote is to be offered by the party.
- 3.07 A copy of tender enquiry duly signed on each and every page shall be submitted along with technical bid.
- 3.08 Tenderer has to submit the No Deviation Certificate duly signed in the format mentioned in **Annexure-A**.

I/We agree with the above.



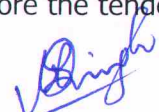
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- 3.09 The Bidder must submit a declaration (**Annexure-B**) that no case is pending with the police/ court against the proprietor/ firm/ partner or the company (Agency). As well as the bidder has not been suspended / blacklisted by any organization.
- 3.10 Tender has to be submitted with contact address and e-mail ID etc. duly filled and signed as placed in **Annexure-C**.
- 3.11 Bidder must submit duly filled and signed check list enclosed at (**Annexure-D**).
- 3.12 The bidder shall submit the Bank details along with a cancelled cheque for NEFT/RTGS.
- 3.13 Bidder must submit signed and sealed **Annexure-E & F** as a token of proof that he would be liable to make payment to the workforce as per the sheet attached and abide by all the statutory norms.

4.0 PROCEDURE FOR SUBMISSION OF TENDERS:

- 4.01 The tender is to be submitted as required in two parts in separate sealed covers **prominently superscripted as Part-1 "Techno-commercial Bid" & Part-2 "Price Bid"** and also indicating on each of the covers the tender number and due date and time as mentioned in the tender enquiry. Envelope of Part-1 "Techno-commercial Bid" shall contain documents required in Para 3.0 and 4.0 above and Part-2 "Price Bid" shall contain percentage of service charges as per the Price-Bid format (**Annexure-G**). These two separate covers 1st & 2nd shall together be enclosed in 3rd envelope and this sealed cover shall be superscripted with tender number / numbers and due date. Checklist (enclosed) shall be placed inside the 3rd envelope.
- 4.02 In the Price Format, the monthly agency service charges (in percentage) quoted should be inclusive of all, but excluding Service Tax (which shall be payable as applicable on actual). Rates (in Percentage) must be quoted in figures as well as in words. However, in case of any conflict/confusion between the two the higher shall be considered for evaluation and lower rate shall be considered for ordering. BHEL's decision regarding the same shall be final and binding.
- 4.03 Tenderers who qualify in Technical Bid (Part – 1) will only be considered while opening of Price Bid (Part-2). BHEL may finalize successful tenderer by **opening of sealed price bid** or by conducting **online Reverse Auction**. Date of opening of sealed Price Bid / conducting of online Reverse Auction will be intimated separately to the Tenderers who qualify in the Techno-Commercial bid.
- 4.04 Tenders should strictly be in accordance with the tender specifications & General Instructions to the Tenderer enclosed herewith.
- 4.05 The Tenderer should accept all terms & conditions of the tender unconditionally. In case the Tenderer wants to deviate from the tender conditions, such deviations shall be clearly specified in his tender. If no deviations are given in tender submitted, it will be assumed that the Tenderer accepts all terms and conditions of the tender.
- 4.06 Tenders with deviations from terms and conditions are likely to be rejected. Clarifications, if any, of Technical / Commercial nature, can be obtained from the officer to whom the tender is to be submitted or from New Delhi office at the following address before the tender due date.

I/We agree with the above.



Signature of the bidder with Seal

4.07 In case L1 rates are received more than one parties, the job will be awarded to senior most agency and further in case the senior most agency is not able to provide the required nos. of security guards then next L1 quoted senior most agency will be given opportunity to provide the security guards. This is as per the DGR guidelines.

5.00 SCOPE OF SERVICES OF THE TENDER ENQUIRY:

5.01 **Description of work:** As per Scope of Services enclosed at **Annexure-H & price bid format placed at Annexure-G.**

The tender should reach in the **tender box** placed at the reception of Corporate Office, BHEL House, Siri fort, New Delhi by **10:30AM** on or before the due date. BHEL will not be responsible for any delay in receipt of tender(s), sent by post / courier. The same shall be opened on scheduled due date and time i.e. **27/01/2017 by 11:00AM**. Any corrigendum to this tender, if issued by BHEL in future, shall be uploaded on the BHEL website (**www.bhel.com**) and on e-procurement portal of GOI (**http://eprocure.gov.in/cppp/**). Therefore, the bidders are advised to keep visiting the websites regularly. Any clarification regarding NIT, if required, should be sought from the undersigned.

Upendra Kumar Singh
Sr. Manager (HR-GAX)
BHEL House, Siri Fort, New Delhi - 110049.
Phone No.: 011 - 66337406, Mobile No.: 8800907676
E-mail: upendra@bhel.in

For & on behalf of
Bharat Heavy Electricals Ltd.

(Upendra Kumar Singh)
Sr. Manager (HR-GAX)

Enclosures: As above

I/We agree with the above.

Signature of the bidder with Seal

No Deviation Certificate
(To be submitted along with Part-1 Bid)

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of the above tender. We confirm that the offer submitted by us is confirming to all the terms and conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender in line with tender terms & condition.

Or

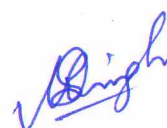
We hereby accept all terms and conditions of the above tender except the following:

- 1.
- 2.
- 3.
- 4.

Signature
With name, Designation & seal of the firm

I/We agree with the above.

Signature of the bidder with Seal



DECLARATION CERTIFICATE

I / We do hereby declare that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner. Also I / We have not been suspended / delisted / blacklisted by any other Govt. Ministry/Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication.

Signature
With name, Designation & seal of the firm

I/We agree with the above.

Signature of the bidder with Seal



Bidders Contact Details

Sl. No.	Description	Details
1	Name of the Party	
2	Address of the party	
3	Contact Person's Name	
4	Cell No. of Contact Person	
5	Land Line No.	
6	FAX No.	
7	E-mail ID of the Party	
8	PAN No.	
9	ESI Registration No.	
10	Service TAX No.	
11	EPF Registration No.	

Signature and Seal of the Bidder*I/We agree with the above.***Signature of the bidder with Seal**


CHECK-LIST (TECHNICAL BID)**SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER**

Sl. No.	Description of requirement	Yes / No/ NA	Page No.
1	Copy of the PAN card .		
2	Ink signed copy of sponsorship letter .		
3	Valid copy of DGR Empanelment Certificate .		
4	Copy of PSARA License for the operation in the state		
5	Copy of Service Tax registration certificate		
6	Copy of PF registration certificate		
7	Copy of ESI registration certificate		
8	Declaration enclosed at Annexure - A		
9	No deviation certificate enclosed at Annexure-B		
10	Bidder's detail as per Annexure-c		
11	Signed and Stamped Un- priced bid format (The bidder has to write " Quoted " in places where he has quoted in Price Bid at Annexure-H)		
12	Sealed envelope of duly filled, signed & stamped Part 'II' – Price Bid (Annexure-H)		
13	Bidder must submit signed and stamped Annexure-F		
14	Bidder must submit signed and stamped Annexure-G		
15	Bidder must submit signed and stamped Annexure-I		
16	All the pages of tender document signed & stamped.		
17	The bidder shall submit the Bank details along with a cancelled cheque for NEFT/RTGS.		

IMPORTANT NOTE: No additional documents shall be submitted with Part-I and Part-II bid other than the documents enlisted above for both bids. Ordered / indexed / numbered bids are expected from all the bidders. Additional documents if found any, shall not be considered for evaluation purpose.

I/We agree with the above.



Signature of the bidder with Seal

2112/SA/MINIMUM WAGES/EMP
DIRECTORATE GENERAL OF RESETTLEMENT MINISTRY OF DEFENCE
GOVERNMENT OF INDIA, WEST BLOCK IV RK PURAM, NEW DELHI 110066

Page 1 of 4



NOTICE OF REVISION OF MINIMUM WAGES FOR ONE DAY W.E.F. 01 OCT 16

1. REFERENCE GOVERNMENT OF INDIA, MINISTRY OF DEFENCE OFFICE MEMORANDUM NO 28(3)/2012-D (RES-I) DATED 09 JUL 2012 AS AMENDED VIDE OM NO. 28(3)/2012/D (RES -I) DATED 16 JAN 2013 REGARDING GUIDELINES FOR FUNCTIONING OF DGR EMPANELLED EX-SERVICEMEN SECURITY SERVICES.
2. CONSEQUENT TO REVISION OF **MINIMUM WAGES** BY MINISTRY OF LABOUR AND EMPLOYMENT, VIDE GOVERNMENT OF INDIA, CHIEF LABOUR COMMISSIONER ORDER No. 1/43(7)/2016-LS-II DATED 30 SEP 2016 FOR EMPLOYMENT OF PERSONNEL OF THE CENTRAL SPHERE, FOR WATCH AND WARD DUTIES AND IBID OFFICE MEMORANDUM, THE UNDER MENTIONED **MINIMUM WAGES FOR ONE DAY** ARE THE WAGES BELOW WHICH THE PAYMENT TO THE GUARDS & OTHER STAFF EMPLOYED WILL NOT BE MADE BY DGR SPONSORED SECURITY AGENCIES/ COMPANIES/ CORPORATIONS THROUGHOUT THE COUNTRY **WITH EFFECT FROM 01 OCT 16.**

AREA A							
S.No	Description	Percentage (This is to be read in conjunction with latest rules/ acts/ regulations and policies promulgated by Competent Government Authority)	Security Guard (without arms)	Security Guard (with arms)/ Gunman	Supervisor	Remarks	
(a)	Basic Wages (BW) plus Variable Dearness Allowance (VDA)		414.00	456.00	550.62	1. Centre or state wages, whichever is higher, is payable. 2. See Notes 1 & 5	
(b)	Employees State Insurance (ESI)/Medical Allowance and Workmen Compensation in areas not covered under ESI	4.75% of Basic plus VDA	As Applicable			See Notes 2 & 10	
(c)	Employees Provident Fund (EPF)	12% of Basic plus VDA	As Applicable			See Notes 9 & 10	
(d)	Employees Deposit linked Insurance (EDLI)	0.5% of Basic plus VDA	2.07	2.28	2.75	or as notified from time to time	
(e)	Administrative Charges(EPF & EDLI)	0.86% of Basic plus VDA	3.56	3.92	4.74	or as notified from time to time	
(f)	House Rent Allowance (HRA)	30% of Basic plus VDA	As Applicable			See Notes 3, 9 & 10 or as notified from time to time	
(g)	ESI/Medical Allowance on HRA	4.75% of HRA	As Applicable			See Notes 2,9 or 10 as notified from time to time	
(h)	Bonus	8.33% per month (Basic+VDA)	34.49	37.98	45.87	See Notes 4, 9 & 10 or as notified from time to time	
(i)	Uniform Outfit Allowance	5% of Basic plus VDA	20.70	22.80	27.53		
(j)	Uniform Washing Allowance	3% of Basic plus VDA	12.42	13.68	16.52		
(k)	SUB TOTAL	Sum of (a) to (j)					
(l)	Relieving Charges 1/6 th of serial (k) **		As Applicable			1. All mandatory deductions as applicable at serial (b), (c), (d), (e) and (g) to be deposited with concerned Govt Departments. 2. See Notes 6 & 10	
(m)	Total Cost Per Day	Sum of (k) to (l)					
(n)	Service Charge	@ 14% (of serial 'm')	As Applicable			See Notes 9 & 10	
(o)	Sum Total	Sum of (m) and (n)					See Notes 7 & 8
(p)	Service Tax + Swacch Bharat Cess+ Krishi Kalyan Cess	15% of sum total (serial 'o')	\$\$	\$\$	\$\$	\$\$- or as notified from time to time	

AREA-A

AHMEDABAD(UA), BANGALURU(UA), KOLKATA(UA), DELHI(UA), GREATER MUMBAI(UA), NAVI MUMBAI, HYDERABAD(UA), KANPUR(UA), LUCKNOW(UA), CHENNAI(UA), NAGPUR(UA), FARIDABAD COMPLEX, GHAZIABAD, GURGAON, NOIDA & SECUNDRABAD



[Signature]
103 Oct 16

I/We agree with the above.

Signature of the bidder with Seal

[Signature]

Notes:-

1. Wherever the state minimum wages are higher than the wages notified herein, the higher wages shall stand protected and would be payable.
2. **ESI** The employees employed in the watch & ward duties shall be covered under the Employees State Insurance Act 1948 as amended from time to time based on the gazette notifications by respective State Governments covering the areas under the ESI Act. Those areas which are not covered in the notification shall be covered under the Workmen Compensation Act 1923, as applicable.
3. **HRA** The classification of the areas for the purpose of calculation of HRA is to be taken as per the classification of areas for HRA promulgated by the Ministry of Finance, Govt. Of India.
4. **Bonus** Bonus is mandatory as per Payment of Bonus Act 1965 (as amended vide payment of bonus Amendment Act 2015), concerned month's wage as fixed by DGR or State Govt or Rs. 7000/- whichever is higher is payable to the security guard/supervisor w.e.f 01 April 2014.
5. **** Paid Rest Day**. The security guards are entitled to a paid rest day in every period of seven days. (Refer Section 13 (b) of the Minimum Wages Act, 1948 and Rule 23 of the Wages (Central) Rules, 1950). When a security guard is requisitioned by the Principal Employer to work for more than 48 hours in a week, he is entitled to wages on overtime rates for the additional period at double the ordinary rates in addition to the wages for the rest day.
6. **Leave**. Payment for leave relief during the leave as mandated by centre/state Govts./ Principal employer/Service recipient will also be admissible by the Principal Employer/Service Recipients. This is not to be included in the quotation for bidding purposes.
7. **Additional Charges**. Additional charges will be levied in case of service being provided in remote/disturbed/hazardous areas as Field Allowance @ 25 percent of Basic Pay plus VDA, and will be entitled to ESM security guards when working in remote / disturbed area such as Northern Eastern States, J&K etc. or when working in areas hazardous to health such as Coal Fields, Mines and Pipelines.
8. The daily wages shall be the minimum wages below which the the employees employed in the watch & ward duties shall not be paid. The security agencies shall acquaint themselves with the relevant statutory provisions and carry out the market survey before bidding/ quoting the rates of basic daily wage including the variable dearness allowance but the same will not be below the minimum wages as given above.
9. Wages are subject to amendments as and when promulgated by concerned authorities from time to time.
10. Para 2(b), (c), (f), (g), (h), (l) and (n) of this Notice shall be calculated by the security agencies and PSUs/service recipients, as per the governing statutory provisions, as applicable.
11. Any welfare measures laid down by the Central/State Enactments shall be duly complied with by the security agencies and PSUs/Principal employers/service seekers.



[Handwritten Signature]
03 Oct 16

I/We agree with the above.

Signature of the bidder with Seal

[Handwritten Signature]

**CONSOLIDATED WAGES & OTHER ALLOWANCES & STATUTORY PAYMENTS /
CONTRIBUTIONS (As per DGR)**

Sl. No.	Components	Security Guard (Without Arms) (Round the clock)	Security Supervisor (Round the clock)	Security Guard (Without Arms) (During Office Hours)	Security Supervisor (During Office Hours)
1(a)	Basic Wages plus VDA for one day	414.00	550.62	414.00	550.62
1(b)	Basic Wages plus VDA for one month	10,764.00	14,316.12	10,764.00	14,316.12
2	ESI/Medical Allowance @4.75% of Basic plus VDA	511.29	680.02	511.29	680.02
3	PF Contribution				
(a)	EPF @ 12% of Basic plus VDA	1,291.68	1,717.93	1,291.68	1,717.93
(b)	EDLI @ 0.50% Basic plus VDA	53.82	71.58	53.82	71.58
(c)	Admn. Charges (EPF & EDLI) @ 0.86% of Basic plus VDA	92.57	123.12	92.57	123.12
4	HRA @ 30% of Basic plus VDA	3,229.20	4,294.84	3,229.20	4,294.84
5	ESI/Medical Allowance on HRA @4.75% of HRA	153.39	204.00	153.39	204.00
6(a)	Uniform outfit Allowance @5% of Basic plus VDA	538.20	715.81	538.20	715.81
6(b)	Uniform washing allowance @3% of Basic plus VDA	322.92	429.48	322.92	429.48
7	Bonus per month @8.33% of Basic plus VDA	896.64	1,192.53	896.64	1,192.53
8	Sub Total Amount (A)	17,853.71	23,745.43	17,853.71	23,745.43
9	Relieving Charges 1/6th of (A)	2,975.62	3,957.57	0.00	0.00
10	Sub Total Amount (B) (8+9)	20,829.33	27,703.00	17,853.71	23,745.43
11	Service charge	Q	Q	Q	Q
12	Total (10+11)	(Actual)	(Actual)	(Actual)	(Actual)

Note: -

- Agency Service Charge & Service Tax as applicable, shall be payable extra.
- Wages are subject to amendments as and when promulgated from time to time by DGR/Statuary Authorities.

I/We agree with the above.

Signature of the bidder with Seal



JOBS / SERVICES REQUIRED:**A. Location-wise points for providing Security Services at Noida based BHEL Premises:**

S. No.	Place	Security Guard		Supervisor		Total (shifts)
		** Round the clock points	Addl. Office hours	** Round the clock	Addl. Office hours	
i	BHEL Complex, Sector 16-A, Noida for HRDI, PEM & PSNR offices	10 (30 shifts)	4	1 (3 shifts)	0	37
ii	BHEL office at 2 nd & 3 rd Floor in Kribhco Bhawan, Noida	2 (6 shifts)	0	0	1	7
iii	BHEL Township, Sector-17 Noida	11 (33 shifts)	0	1 (3 shifts)	0	36
iv	BHEL office at Advant Navis Business Park, Sector-142, Noida	3 (9 Shifts)	0	0	1	10
	Total	78	4	6	2	90

Note: ** Round the clock duty shall be managed in 3 shifts of 8 hours duty each.

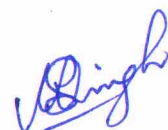
B. Job Requirements/Scope of Services:

The Security Services will be provided by the agency as detailed above which shall include the following:

1. To perform duty maintaining integrity, orderliness and discipline and extend all courtesy to visitors, customers and BHEL employees.
2. The agency shall ensure proper prescribed uniform while on duty.
3. To guard / patrol / check and supervise as per job contract requirement during day and night and ensure that no theft, pilferage, trespass, accident, nuisance, disturbance of peace and orderliness etc. take place in the area of duty.
4. To take all preventive measures to avoid fire or accident taking place. As soon as it is comes to the notice, to immediately take action for firefighting, inform the building owners, fire office and BHEL authorities without delay.
5. To man entry points, regulate and check the flow of men, materials etc. and ensure that every Entry / Exit is as per valid documents and keep a record of the same as per procedures of the company to guard the office in such a manner that no company property is taken away by unauthorized persons.
6. To apprehend immediately any trespasser or person moving unauthorized and under suspicious circumstances, and deal with him / her as per law, in consultation with the company.

I/We agree with the above.

Signature of the bidder with Seal



7. To watch habitual offenders and mischief makers and inform the company, if anything unusual is noticed.
8. To provide protection in case of assault / apprehension of assault to any employee of the company.
9. To seize goods not found in order or suspected to be stolen, and hand them over to the company.
10. To bring to the notice of the company without delay any untoward occurrence on the premises, preferably in writing, immediately.
11. To maintain liaison with the Police, Fire service, civil authorities and Red Cross Society as and when required.
12. To periodically inspect the fire equipment, water hydrants and also ensure that they are operational. To carry out periodic mock drills.
13. Tools and tackles will comprise of Torches, Batons, Lathie-Sticks, Guns / Rifles if required and permissible.
14. To ensure that all electrical switches are switched off and water taps are turned off as required while closing the office premises.
15. The agency will maintain proper records / documents as required in connection with duties.
16. Any other duties related to security and firefighting shall be under the scope of the agency.
17. The agency will also provide arrangements for frisking of the female employees.

I/We agree with the above.

Signature of the bidder with Seal

