



Bharat Heavy Electricals Limited

(A Govt. Of India Undertaking)

Power Sector, Eastern Region

BHEL Bhawan, Plot No. DJ-9/1, Sector- II,

Salt Lake City, Kolkata, WEST BENGAL, INDIA

Phone: 033-23398220, 23211690, FAX: 033-23211960

NOTICE INVITING TENDER (NIT)

OFFERS ARE INVITED FROM REPUTED & EXPERIENCED BIDDERS (MEETING PRE-QUALIFICATION CRITERIA AS MENTIONED) THROUGH E-PROCUREMENT PORTAL <https://bhel.abcprocure.com> ONLY for THE SUBJECT JOB BY THE UNDERSIGNED ON BEHALF OF BHARAT HEAVY ELECTRICALS LIMITED AS PER THE TENDER DOCUMENT. ISSUE OF TENDER TO ANY BIDDER SHALL NOT CONSTRUCT THAT THE BIDDER IS CONSIDERED TO BE QUALIFIED. FOLLOWING POINTS RELEVANT TO THE TENDER MAY PLEASE BE NOTED AND COMPLIED WITH.

Salient Features of NIT

SL NO	ISSUE	DESCRIPTION	
i	E-TENDER NUMBER	PSER: PUR: HR: 168(II): 020 (ENQ: 20: PP: 0015: PUR: 33) Date 15/09/2020.	
ii	Broad Scope of job	DEPLOYMENT OF SECURITY PERSONNEL FOR WATCH AND WARD SERVICES AT NORTH KARANPURA SITE, JHARKHAND	
iii	ISSUE OF TENDER DOCUMENTS	a) Online through e-procurement platform at https://bhel.abcprocure.com b) <u>website (www.bhel.com, CPP Portal):</u> For tender view purpose only c) Start Date – 15/09/2020	1. Applicable 2. Applicable
iv	DUE DATE & TIME OF OFFER SUBMISSION	Date: 25-09-2020, Time: 15-00 Hrs. (Offer to be submitted online only through e-procurement platform at https://bhel.abcprocure.com)	Applicable
v	TECHNO-COMMERCIAL BID OPENING OF TENDER	Date: 25-09-2020, Time: 16-00 Hrs. (online only through e-procurement platform at https://bhel.abcprocure.com , participating bidders may witness the same online only)	Applicable
vi	EMD AMOUNT	Rs. 17,14,435 (Rupees Seventeen Lakhs fourteen thousand four hundred and thirty five Only) [To be submitted in the form and manner as mentioned below]	Applicable
vii	COST OF TENDER	--	Not Applicable
viii	LAST DATE FOR SEEKING CLARIFICATION	Date: 22-09-2020	Applicable
ix	SCHEDULE OF Pre-Bid Discussion (PBD)	If any, shall be intimated through Tender Change Notice (TCN)	Not Applicable
x	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	IEM DETAILS Refer Clause No 27.0 below.	APPLICABLE

xi	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com → Tender Notifications → View Corrigendums & CPP portal → Tender Notice & E-PROCUREMENT PORTAL https://bhel.abcprocure.com) and not in the newspapers. Bidders to keep themselves updated with all such information.	Shall be intimated to bidder
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1. The offer shall be submitted as per the instructions of tender document. Only One set of tender document (**in original, downloaded from website**) signed by authorised company representative of bidder and stamped on each page shall be submitted as detailed further, as given below. Bidders to note specifically that all pages of tender document, including these NIT pages etc. appearing in the website for this particular tender shall be submitted by them (after signing/stamping on each page) as a part of their offer. **Price shall not be mentioned by them anywhere in the techno-commercial portion of offer. Price shall be mentioned in the relevant price schedule only and to be submitted in e-procurement portal/platform in the form and manner mentioned in tender.**
2. Successful bidder shall have to submit additional set of tender/sign on tender document provided by BHEL, if so decided by BHEL.
3. Earnest Money Deposit (EMD) in the form & manner prescribed in tender, shall be submitted by bidder as mentioned below, failing which the bidder's offer is liable for rejection.

SCAN COPY OF DOCUMENTS IN SUPPORT OF SUBMISSION OF EMD TO BE UPLOADED ALONG WITH TECHNO-COMMERCIAL OFFER IN M/s E-PROCUREMENT TECHNOLOGIES LIMITED E-PROCUREMENT PORTAL/PLATFORM. IN CASE OF EMD SUBMISSION THROUGH BANKER'S CHEQUE/PAY ORDER/DEMAND DRAFT, SAME TO BE SUBMITTED IN SEALED ENVELOPE (SUPERSCRIBING TENDER REFERENCE) TO HOS-PURCHASE or MANAGER /PURCHASE, BHEL BHAWAN, DJ-9/1, SECTOR-2, KARUNAMOYEE, SALT LAKE CITY, KOLKATA-700091, WEST BENGAL PRIOR TO LATEST DUE DATE OF SUBMISSION OF OFFER.

The followings may be noted:

In case the bidder deposits separate EMD as mentioned above, there will be no change

- a) In existing clauses of this tender.
 - b) In case of bidders having one time EMD; one time EMD can not be used for SD purpose.
 - c) Security deposit shall be submitted as per provision of tender. Security deposit shall cover the entire Contract Period.
 - d) The EMD shall be enclosed with the Techno-Commercial Bid in the form and manner as mentioned above.
4. ***This is an e-tender floated online through our E-Procurement Site <https://bhel.abcprocure.com>. The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://bhel.abcprocure.com>. GEM Availability Report and Past Transaction Summary ID is GEM/GARPTS/10092020/2DCNMTKT6L00. Offers are invited in two-parts only. No Hard copy bid or bids through email/ fax shall be accepted. Bids are invited in two parts & shall be submitted as described below:***

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OFFER DESCRIPTION	DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING
Part-IA	
TECHNO COMMERCIAL BID	1. Scanned copy of Covering letter of offer (To be attached in Attachment section). 2. Scanned copy of Entire tender documents signed & stamped in each page by authorized representative of the bidder except price bid (To be attached in Attachment section). 3. Scanned copy of Techno-Commercial Offer (To be attached in Attachment section). 4. Duly filled all annexures except price & unpriced format (To be attached in Attachment section). 5. Copy of records notes of Pre-Bid Conference, if applicable/ pre-bid MOM. (To be attached in Attachment section). 6. Copy of Tender change notice (TCN), if applicable (To be attached in Attachment section) 7. All supporting documents/ Annexures etc. as applicable (To be attached in Attachment section). 8. No deviation certificate in bidder's letterhead as per format given in Tender (To be attached in Attachment section). 9. Supporting documents/ annexures / schedules/ drawing etc as required in line with PRE-QUALIFICATION CRITERIA It shall be specifically noted that all documents as per above shall be attached in relevant attachment section and credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, etc.
UNPRICED PRICE BID	10. Unpriced Bid but mentioning only quoted / unquoted against each item as per tender. (To be attached in Unpriced bid Attachment section)
PRICE BID	11. Duly filled in Price Schedule as per tender. (To be attached in price bid Attachment section) Any other document uploaded in the price bid, apart from tendered Price schedule, shall not be taken into cognizance for evaluation of offer.

SPECIAL NOTE:

- A) Offer & documents submitted with the offer shall be signed and stamped in each page by authorised representative of the bidder. No overwriting/correction in tender documents by bidders shall be allowed. However, if correction is unavoidable, the same may be signed by authorized signatory.
- B) All documents / Annexures submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.
- 4.0 No deviation with respect to tender clauses and no additional clauses/suggestions/clarification in Techno-commercial bid/Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same. Offers with deviation are liable for rejection.
- 5.0 BHEL reserves the right to accept or reject any or all offer without assigning any reasons thereof. BHEL also reserve the right to cancel the tender wholly or partly without assigning any reason thereof. BHEL also reserve the right to split/part award the job. Also, BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
- 6.0 Since the job shall be executed at site, the bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including Law and Order situation, applicable Wage structure, Wage rules, present condition of machines etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of site/machine conditions at the time of bidding.
- 7.0 For any clarification on the tender document, you may seek the same in writing or through e-procurement portal/platform as per specified format within the last date of seeking clarification as per tender. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay, and receipt of any query after due date shall not be entertained.

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- 8.0 BHEL may decide holding Pre-bid Discussion [PBD] with all intending bidders. On such communication from BHEL, the bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Outcome of PBD (if any) shall also form part of tender.
- 9.0 In case of absence of any queries from bidder(s), their quoted price will be PRESUMED to be final and complete with reference to the tender documents (including Tender change notes (TCNs), clarifications, corrigendum issued by BHEL, if any). Bidders are requested to study the tender documents in detail and prepare their queries/clarifications accordingly. All such queries / clarifications shall be cleared/replied by BHEL. Such clarification letters, corrigendum and/or Tender change notes (TCNs), if issued by BHEL, shall form part of tender document.
- 10.0 In the event of any conflict between requirement of any clause of this specification/documents/drawings /data sheets etc. or requirements of different codes/standards specified/contradictions between any two clauses of tender document, the same to be brought to the knowledge of BHEL by bidders in writing for clarification before due date of seeking clarification, otherwise, more stringent requirement as may be interpreted by BHEL shall prevail and shall be binding on you. Any typing error/missing pages/ other clerical errors in the tender documents, noticed by you must be pointed out before submission of offer, or else, BHEL's interpretation shall prevail & binding on you.
- 11.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 12.0 Tender document containing above mentioned volumes shall be signed & stamped in all pages including this covering letter. Price bid shall be furnished in the specified format enclosed with the tender. Any additional copy, if required, may be taken by photocopying from the tender document given in the web.
- 13.0 The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened, who will qualify for the subject job on the basis of pre-qualification evaluation & Techno-Commercial bids etc. BHEL reserves the right to reject the bidders with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.**
- 14.0 While BHEL reserve the right to open the price bid of the offers in camera, the date & time to open the PRICE BID, tender opening shall be intimated to the bidders in case BHEL decides it to be 'Public opening' and in such a case, one authorised representative of the bidder shall be allowed to attend.
- 15.0 Validity of the offer shall be for Six months from the due date of offer submission (including extension, if any) unless specified otherwise.**
- 16.0 Firm prices are to be quoted in whole rupees or as mentioned in price schedule, in the place meant for price or on the price schedule enclosed as applicable for the full scope of work given in tender. The rates quoted must be in figures and words as well as mentioned in Price Schedule (Prices quoted must be workable too for the job involved). Prices quoted by the bidders should be inclusive of all taxes and duties leviable by any Statutory Authority for this job as on the date of the tender opening (excluding GST & BOCW Cess).**
- 17.0 Price Bids shall be evaluated in the manner as prescribed in Price Schedule. However, Unit Rates shall also be furnished if applicable in the Price Schedule.
- 18.0 Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.
- 19.0 Bidders are required to submit their BEST price as per tender Price Schedule format in e-procurement portal/platform in the form & manner as mentioned in tender.
- 20.0 The Bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.**
- 21.0 The offers of the bidders who are on the banned list as also the offer of the bidders, who engages the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.**
- 22.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self certified and stamped/ digitally signed (as applicable) by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.**
- 23.0 The bidder may have to produce original document for verification if so decided by BHEL.**
- 24.0 Suspension of Business dealings with Suppliers/ Contractors: BHEL reserves the right to take action against contractors who fail to perform or indulge in malpractices, by suspending business dealings with them as detailed in Annexure-A.

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25.0 "For this procurement, the local content to categorize a supplier as a Class-I local supplier/ Class-II local supplier/ Non-Local supplier and purchase preference to Class-I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04-06-2020 issued by DPIIT. In case of subsequent orders issued by the Nodal Ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT".

Duly filled & signed Form-1 (Format for local content), as applicable, to be submitted by bidders along with their techno-commercial offer.

26.0 MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) if they submit along with the offer, attested copies of either Udyam Registration Certificate or EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or Udyog Aadhar Memorandum (UAM) & Acknowledgement or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure – B where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

Any Bidder falling under MSME category, shall furnish the following details & submit documentary evidence/Govt. Certificate etc. in support of the same along with their techno-commercial offer: -

Type under MSME	SC/ST owned	Women owned	Others
Micro			
Small			
Medium			

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSME category.

27.0 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.

Sl	IEM	Address	Email
1.	Shri Arun Chandra Verma, IPS (Retd.)	Flat No. C -1204, C Tower, Amrapali, Platinum Complex, Sector 119, Noida (U.P.)	acverma1@gmail.com
2.	Shri Virendra Bahadur Singh, IPS (Retd.)	H. No. B-5/64, Vineet Khand, Gomti Nagar, Lucknow - 226010	vbsinghips@gmail.com

(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

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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):

Name	Sriparna Mukherjee	Avijit Pan
Dept	PUR Dept, BHEL PSER, Kolkata	SCT Dept, BHEL PSER, Kolkata
Address	DJ-9/1, Sector – II, Salt Lake, Kolkata – 700091	DJ-9/1, Sector – II, Salt Lake, Kolkata – 700091
Phone	033-2339 8224	033-2339 8220
Email	sriparna@bhel.in	avijitpan@bhel.in
FAX	033-2321 1960	033-2321 1960

28.0 In-line with Department of Expenditure's (DoE) Public Procurement Division Order vide ref. F.No.6/18/2019-PPD dated 23.07.2020

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms, or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation-
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint the majority of the directors or to control the management of policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

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2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who hold the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Duly filled & signed Form-2 & Form-3, to be submitted by bidders along with their techno-commercial offer.

29.0 Order of Precedence: In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:-

- i) Amendments/Clarifications/Corrigenda/Errata/Tender change notice (TCN) etc. issued in respect of the tender documents by BHEL
- ii) Notice Inviting Tender (NIT)
- iii) Price Schedule
- iv) Scope of Work, Technical Specifications & Special Conditions of the Contract:
Annexure-BOCW.
- v) General Conditions of Contract (Service)

All the bidders are requested to note that all the errata / technical clarifications / corrigendum / extension etc. shall be published THROUGH E-PROCUREMENT PORTAL <https://bhel.abcpurchase.com> and in website, www.bhel.com & <http://eprocure.gov.in>. As such, all the bidders are requested to be in continuous touch with these websites.

for BHARAT HEAVY ELECTRICALS LTD.

MANAGER (PURCHASE)

Agency	Contact details
BHEL, PSER, Kolkata	Address: BHARAT HEAVY ELECTRICALS LIMITED, POWER SECTOR – EASTERN REGION 2ND FLOOR, BLOCK-DJ, PLOT- 9/1, SECTOR-II, SALT LAKE CITY, KOLKATA – 700 091
	Phone no. 033-23398224, 23398220, 23211690
	FAX no. 033-23211960
	E-mail ID sriparna@bhel.in ; avijitpan@bhel.in
M/s E-PROCUREMENT TECHNOLOGIES LIMITED	For E-PROCUREMENT ASSISTANCE & TRAINING, M/s E-PROCUREMENT TECHNOLOGIES LIMITED HELPDESK PERSONS AS PER FOLLOWING: - 1) Mr. Swapnil Hamilton, Support Executive, Ph: +91 7968136867, e-mail ID: swapnil.h@eptl.in 2) Mr. Hardik Oza, Support Executive, Ph: +91 7940270560, e-mail ID: hardik.oza@eptl.in 3) Mr. Ankur Bhatt, Support Executive, Ph: +91 7968136823/ 9265562819, e-mail ID: ankur.bhatt@eptl.in 4) Mr. Prashant Rajyaguru, Asst. Manager– Implementation & Support, Ph: +91 7968136872, e-mail ID: prashant@eptl.in

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GENERAL INFORMATION:

VENDOR SHOULD FURNISH INFORMATION REGARDING PROJECTS IN HAND, DETAILS OF CURRENT LITIGATION AND ARBITRATION CASES, ORDERS REGARDING EXCLUSION/ EXPULSION OR BLACK LISTING, IF ANY. CORRIGENDUM/EXTENSION (IF ANY) OF THIS TENDER WILL BE PUBLISHED IN WEBSITES. INTERESTED BIDDERS MEETING THE ABOVE QUALIFYING REQUIREMENTS MAY DOWNLOAD TENDER DOCUMENTS FROM AFORESAID WEBSITE(S).

i)	DOWNLOAD OF TENDER DOCUMENT STARTS	15/09/2020
ii)	TENDER DOWNLOAD CLOSES ON	25/09/2020 AT 15:00 HRS. IST
iii)	LAST DATE OF SEEKING CLARIFICATIONS	22/09/2020
iv)	PRE-BID DISCUSSION (IF REQUIRED) ON	N.A.
v)	LAST DATE OF SUBMISSION OF OFFER	25/09/2020 UP TO 15:00 HRS. IST
vi)	DATE OF TECHNO-COMMERCIAL BID OPENING	25/09/2020 AT 16:00 HRS. IST

BHEL RESERVE THE RIGHT TO ACCEPT/REJECT ANY OR ALL THE BIDS WITHOUT ASSIGNING ANY REASON THEREOF.

NOTE: PRE-BID DISCUSSION, IF TAKE PLACE, SHALL FORM PART OF THE TENDER DOCUMENT..

ENCLOSURES: -

- i) PQ CRITERIA (ANNEXURE-I)
- ii) FORMAT FOR NO DEVIATION CERTIFICATE(ANNEXURE-II)
- iii) SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/ CONTRACTORS(ANNEXURE-III)
- iv) CERTIFICATE BY CHARTERED ACCOUNTANT ON LETTER HEAD (ANNEXURE-IV)
- v) FORMAT FOR SEEKING CLARIFICATION (ANNEXURE-V)
- vi) DECLARATION FOR RELATION IN BHEL (ANNEXURE-VI)
- vii) FORMAT FOR DETAILS OF BIDDER
- viii) GENERAL CONDITIONS OF CONTRACT (SERVICE)
- ix) TECHNICAL SPECIFICATIONS & SPECIAL CONDITION OF CONTRACT
- x) SPECIFIC CLAUSE WITH RESPECT TO BOCW ACT & CESS ACT: (ANNEXURE-BOCW)
- xi) PRICE SCHEDULE –NORTH KARANPURA JHARKHAND
- xii) INTEGRITY PACT
- xiii) FORMAT FOR BANK GUARANTEE FOR PERFORMANCE SECURITY
- xiv) FORMAT FOR PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)
- xv) RTGS FORMAT (REAL TIME GROSS SETTLEMENT)
- xvi) FORM-1 (FORMAT FOR LOCAL CONTENT)
- xvii) RTGS DETAILS OF BHEL-PSER FOR EFT BY BIDDER/CONTRACTOR

ALL THE PAGES OF NIT SHALL BE DULY SIGNED BY THE BIDDER WHILE SUBMITTING THE OFFER.

For & on behalf of
BHARAT HEAVY ELECTRICAL LIMITED

MANAGER (PURCHASE)

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ANNEXURE - I**PRE QUALIFICATION CRITERIA**

Job	DEPLOYMENT OF SECURITY PERSONNEL FOR WATCH AND WARD SERVICES AT NORTH KARANPURA SITE ,JHARKHAND
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Sl. No.	CRITERIA						
1.0 (a)	BIDDER SHOULD HAVE AVERAGE ANNUAL MINIMUM TURNOVER AS PER TABLE- A IN THE LAST 03 (THREE) FINANCIAL YEARS, ENDING ON 31-03-2019 AND SHOULD HAVE POSITIVE NET WORTH AS ON LATEST AUDITED ACCOUNTS AS SUBMITTED FOR PARA 1 (c). :- TABLE-A <table><tr><th>Job no</th><th>Name of Project</th><th>Average annual minimum turnover (Lakh)</th></tr><tr><td>i)</td><td>North Karanpura Site</td><td>257.17</td></tr></table> BIDDER SHOULD SUBMIT THEIR AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT IN SUPPORT OF THE SAME.	Job no	Name of Project	Average annual minimum turnover (Lakh)	i)	North Karanpura Site	257.17
Job no	Name of Project	Average annual minimum turnover (Lakh)					
i)	North Karanpura Site	257.17					
(b)	BIDDER MUST HAVE EARNED PROFIT IN ANY ONE OF THE LAST THREE FINANCIAL YEARS ENDING ON 31-03-2019. AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT OF THE COMPANY FOR LAST 03 (THREE) FINANCIAL YEARS, ENDING ON 31-03-2019, NEED TO BE SUBMITTED IN SUPPORT OF ABOVE.						
(c)	IN CASE AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT HAS NOT BEEN SUBMITTED FOR ALL THREE YEARS INDICATED ABOVE THEN THE APPLICABLE FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE THREE YEARS WILL BE AVERAGED FOR THREE YEARS.						
(d)	IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY, THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS, FINANCIAL STATEMENTS ARE REQUIRED TO BE CERTIFIED BY CHARTERED ACCOUNTANT.						
2.0	THE BIDDER SHOULD HAVE EXPERIENCE OF SUCCESSFULLY COMPLETED SIMILAR WORKS (I.E. WATCH AND WARD SERVICES / SECURITY SERVICES) AT LEADING PSU'S/STATE GOVERNMENTS/CENTRAL GOVERNMENTS / REPUTED COMPANIES IN THE LAST 07 YEARS IN LINE WITH THE ABOVE.						
3.0	THE AGENCY SHOULD HAVE VALID LICENSE UNDER “PRIVATE SECURITY AGENCIES (REGULATION) ACT, 2005” TO ENGAGE IN THE BUSINESS OF PRIVATE SECURITY AGENCY IN THE STATE OF JHARKHAND. AGENCY SHALL SUBMIT THE COPY OF LICENSE AS PROOF ALONG WITH THE BID.						
4.0	BIDDER SHOULD HAVE VALID PAN						
5.0	RELEVANT SUPPORTING DOCUMENTS FOR ALL ABOVE MUST BE SUBMITTED						

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23398220

ANNEXURE - II**FORMAT FOR NO DEVIATION CERTIFICATE**
(To be submitted in the bidder's letter head)

To,
Bharat Heavy Electricals Limited,
POWER SECTOR – EASTERN REGION
2nd FLOOR, Block-DJ, Plot- 9/1, SECTOR
SALT LAKE CITY, KOLKATA – 700 091
FAX – 033-2321-1960

Sub: NO DEVIATION CERTIFICATE

DEPLOYMENT OF SECURITY PERSONNEL FOR WATCH AND WARD SERVICES AT NORTH KARANPURA SITE ,JHARKHAND

E-Tender No.: PSER:PUR:HR:168(II):020(ENQ:20:PP:0015:PUR:33)

Date 15/09/2020.

Dear Sir/Madam,

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

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

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

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

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized
representative of the contractor)

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ANNEXURE - III

1.0	<u>Suspension of Business dealings with Suppliers/ Contractors</u>
1.1	BHEL reserves the right to take action against Suppliers/ Contractors who fail to perform or indulge in malpractices, by suspending business dealings with them.
1.2	Suspension of business dealings with Suppliers/ Contractors could be in the form of following: -- a) Hold within the unit for specific item(s)/ material category(ies)/ type of work(s) for one year. b) Hold within the unit for all item(s)/ material category(ies)/ type of work(s) for two years c) Banning across BHEL for all items/ material category(ies)/ type of work(s) for three years. The Supplier may be either put on hold or banned, as detailed hereinafter on the basis of one or more of the category wise reasons as enumerated hereunder.
1.3	Hold within the unit for a specific item(s)/ material category(ies)/ type of work(s) shall be imposed in the following cases, if i) In the last three consecutive supplies of a specific material category, average quality rating, as provided in the supplier performance rating (SPR) as per SEARP, falls below 80% of the quality weightage. This is irrespective of supplies against PO(s) having single/ multiple delivery schedules. Note: Not applicable in cases for erection works of Power Sector Regions, where separate guidelines for evaluation of capacity of bidders is being followed. ii) Two consecutive delays, for reasons of delay attributed to the Supplier, in execution of the contracts where delay occurred is such that a) prescribed maximum LD time limits of the contracts is exceeded or b) delay period has equaled/ exceeded half the original delivery period specified in the contracts whichever among the above is earlier. iii) a) Overall SPR (Supplier Performance Rating) in that particular Unit in line with SEARP falls below 60% of the specific material category. b) Bids of contractors (in PS-MSX portal) shall not be considered (if average score of last six months falls 60% or below as per guidelines for evaluation of capacity of bidders formula). Note: – for (b), No specific period of hold shall be applicable. iv) Supplier works are under strike/ lockout for a period of more than three months.

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1.3	Hold within the unit for all item(s)/material category(ies)/ type of work(s) shall be put in the following cases, if i) Supplier tampers with tendering procedure affecting ordering process. ii) Supplier has misused BHEL documents/ drawings/ technical information or has breached the confidentiality agreement with BHEL. iii) after placement of order, Supplier fails to execute the contract. iv) within warranty period as per contract, Supplier continues to supply low/ less/ non-performing equipment/ services, repetitive failures, remains non-responsive. v) Wherever risk purchase clause (amounting to more than 5% of contract value) has been invoked.
1.4	Banning across BHEL shall be imposed in following cases, if
1.4.1	i) After price bid opening but before placement of order, Supplier withdraws his offer or varies it in any manner within the validity period. ii) Supplier is found to be responsible for submitting fake/ false/ forged documents, certificates, or information or misrepresentation/ wilful suppression of facts, or has resorted to unethical, illegal means. iii) In spite of warnings, the Supplier persistently violates or circumvents the provisions of labour laws/ regulations/ rules or other statutory requirements. iv) Supplier is found to be involved in cartel formation or in any other act so as to influence the bidding process or influence the price. v) The Supplier has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage, coercion etc. vi) The Supplier is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings. vii) Supplier is found to have obtained any internal information/ documentation of BHEL by unauthorized means. viii) The foreign Principals along with the representing Agent shall be banned together if information submitted by them about their precise relationship, commission/ remuneration etc. payable/ receivable and other particulars as asked by BHEL, as per the extant guidelines regarding dealing with Agents of Foreign Suppliers is found false/ incorrect, at any stage. ix) Supplier has substituted, damaged, failed to return, or unauthorizedly disposed off free issue materials/ tools etc. of BHEL.
1.4.2	A Supplier can also be banned with the approval of Director (E, R&D) provided a direction to this effect has been received from the administrative ministry of the Government.

Note: Above shall be applicable along with Guidelines for “Suspension of Business dealings with Suppliers/ Contractors” available in BHEL website <http://www.bhel.com>. These shall form part of tender documents.

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ANNEXURE - IV**Certificate by Chartered Accountant on letter head**

This is to Certify that M/S, (hereinafter referred to as 'company') having its registered office at is registered under MSMED Act 2006, (Entrepreneur Memorandum (Part-II) / UAM / Udyam Registration No. dtd:, Category: (Micro/Small). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost **excluding land and building and the items specified by the Ministry of Small Scale Industries vide** its notification No.S.O.1722(E) dated October 5, 2006:
Rs.....Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the **MSMED** Act, 2006:
Rs.....Lacs
3. **For Enterprises (having EM-Part-II / UAM):** Investment in plant and machinery or equipment is Rs.....Lacs and turnover is Rs.....Lacs {as notified in MSME notification no. S.O. 2119 (E) dated 26-06-2020}.
5. **For Enterprises (Udyam, registered under Udyam Registration Portal):** Investment in plant and machinery or equipment is Rs.....Lacs and turnover is Rs.....Lacs {as notified in MSME notification no. S.O. 2119 (E) dated 26-06-2020}.

(Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs forMicro I Small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category {Micro/Small} (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature) Name-

Membership number-

Seal of Chartered Accountant

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

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ANNEXURE-V**FORMAT FOR SEEKING CLARIFICATION**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: **Request for Clarification**Ref: 1) NIT/Tender Specification No:
2) All other pertinent issues till date

Sl no	Reference clause of Tender Document	Existing provision	Bidder's query	BHEL's clarification
1				
2				
3				

Yours faithfully,

(Signature, date & seal of Authorized Representative of the Bidder)

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

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फोन/Phone : बोर्ड/EPABX : 23398220

ANNEXURE - VI**DECLARATION FOR RELATION IN BHEL**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: **Declaration for relation in BHEL**

Ref: 1) NIT/Tender Specification No:,

I/We hereby submit the following information pertaining to relation/relatives of Proprieter/Partner(s)/Director(s) employed in BHEL.

Tick (✓) any one as applicable:

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:

(i)

(ii)

Signature of the Authorized Signatory

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder/Contractor.

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फोन/Phone : बोर्ड/EPABX : 23398220

FORMAT FOR DETAILS OF BIDDER

NAME OF BIDDER	
FAX NO.	
Registration Number*	
Name of Partners / Directors	
Bidder Type Indian/ Foreign*	
City*	
State*	
Country*	
Postal Code*	
PAN/TAN Number*	
Company's Establishment Year	
Company's Nature of Business*	
Company's Legal Status* {limited company/undertaking/joint venture/partnership/other}	
Company Category* {micro unit as per MSME/small unit as per MSME/medium unit as per MSME/Ancillary unit/project affected person of this company/ssi/ other}	
Enter Company's Contact Person Details Title(Mr. / Mrs. / Ms. / Dr. / Shri)*	
Contact Name*	
Date Of Birth*	
Correspondence Email* (Correspondence Email ID can be same as your Login ID. All the mail correspondence will be sent only to the Correspondence Email ID.)	
Designation	
Phone*	
Mobile*	

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GENERAL CONDITIONS OF CONTRACT (SERVICE)



BHARAT HEAVY ELECTRICALS LIMITED
(A Govt. of India Undertaking)
POWER SECTOR – EASTERN REGION
PLOT – DJ 9/1, SECTOR II, SALT LAKE
KOLKATA – 700 091

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)
POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091
फैक्स/Fax : (033) 23211960 फ़ोन/Phone : बोर्ड/EPABX : 23398220

Volume-I**GENERAL CONDITIONS OF CONTRACT (SERVICE)****SECTION-I****GENERAL INSTRUCTION TO TENDERER**

CLAUSE NO	DESCRIPTION
1.1	NOTICE
1.1.1	Tenders complete in all respects shall be submitted in the form and manner specified in NIT within specified date and time.
1.1.2	Bharat Heavy Electricals Ltd., takes no responsibility for any delay, loss or non-submission of tender document and also reserve the right to reject any or all the tenders without assigning any reason thereof. Tenders not accompanied by prescribed earnest money are liable to be summarily rejected.
1.2	Tenders shall be opened by the authorized officers of BHEL in the form & manner prescribed in tender at the specified time and date. Bidders may witness the same.
1.2.1	The tenderers shall closely peruse all the clauses, specification and drawings indicated in the tender documents before quoting. Should the tenderer have any doubt about the meaning of any portion of the tender specifications or find discrepancies or omission in the drawing or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, scope of work etc, shall at once contact the authority inviting the tender for clarification before submission of offer.
1.2.2	Before tendering, the tenderers are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later on the ground of lack of knowledge.
1.2.3	Tenderer must fill up all the schedules and annexure and furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the tender specification, comprising of all annexures must be SIGNED AND SUBMITTED ALONG WITH THE OFFER by the tenderer in token acceptance thereof. The information furnished shall be complete by itself.
1.2.4	The tenderer shall quote the rates in English language and international numerals. The rates shall be entered in rupees. These rates shall be entered in figurers as well as in words. In case of difference in rates between words and figurers THE LESSER OF THE TWO will be treated as valid rate. For the purpose of the tender, the metric system of units shall be used.
1.3	QUALIFICATION OF TENDERERS:
1.3.1	Only tenderers who meet all the tender requirement are expected to quote for this work.

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1.4	DATA AND DOCUMENTS TO BE ENCLOSED:
1.4.1	Full information shall be given by the tenderer in respect of following. Non-submission of these information may lead to rejection of the offer.
1.4.2	Attested copies of partnership deed, power of attorney and tender specifications duly signed as mentioned in the tender documents.
1.4.3	In case of a proprietorship firm, full name of proprietor, address, place and nature of business shall be furnished. In case of partnership firm, names of all the partners and their address, copy of partnership deed, instrument of partnership duly certified by the Notary Public shall be enclosed, power of attorney and tender specifications duly signed as mentioned in the tender documents. In case of company, date and place of registration including date of commencement certificate, in case of public companies (certified copies of Memorandum and Articles of Association are also to be furnished), nature of business carried on by the company and submissions of the memorandum relating thereof, names and particulars including addresses of all the directors and their previous experiences etc shall be furnished.
1.4.4	Prescribed Earnest Money Deposit.
1.4.5	Previous experience
	A statement giving particulars duly supported by documentary evidence of the various services rendered for each similar work by the tenderer indicating the particulars and value of each work, the site location and the duration and date of completion and also list of site location and particulars and values of various works that are under progress.
1.4.6	Organization chart
1.4.6.1	The organization that is totally available and that will be employed by the tenderer for this work duly indicating the number of supervisors the number of skilled and unskilled persons etc.
1.4.6.2	A list of tools and tackles that the tenderer is having and those will be used on this job including deployment plan.
1.4.6.3	Audited Balance Sheet and Profit & Loss A/c of last three years.
1.4.7	Banker's Certificate
1.4.7.1	A latest certificate from Scheduled Bank to prove his financial capacity to undertake the work or solvency certificate from the concerned government authority.
1.4.8	Income Tax / Sales Tax Certificate
1.4.8.1	A valid certificate of Income Tax / Sales Tax verification from the appropriate authority in the forms prescribed duly indicating annual turnover. These certificates shall be valid for one year from the date of issue or for the period prescribed therein for all tenders submitted during the period.
1.4.8.2	A written declaration indicating that no deviation from the tender specification has been taken.
1.4.8.3	In addition to above, other particulars, required in various annexure shall be furnished.

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1.4.9	<u>EARNEST MONEY DEPOSIT (EMD):</u>
1.4.9.1	Every tender Must be accompanied by the prescribed amount of Earnest Money Deposit in any one of the following forms:
1.4.9.2	Cash deposit as permissible under the extant Income Tax Act (Before tender opening) - The amount should be remitted by the party to the Cashier of Bharat Heavy Electricals Limited, PS-ER, Kolkata between 14.00 hours and 16.00 hours on working days and cash receipt issued by him shall be enclosed along with the tender.
1.4.9.3	Electronic Fund Transfer credited in Bharat Heavy Electricals Limited, PS-ER' account (before tender opening). RTGS details of BHEL-PSER is available in tender.
1.4.9.4	Banker's Cheque/Pay Order/Demand Draft payable at Kolkata duly pledged in Favour of Bharat Heavy Electricals Limited, Kolkata (along with offer).
1.4.9.5	Any other mode as per latest guidelines issued by Govt. of India.
1.4.9.6	Tenders received without Earnest Money in full in the manner prescribed above are liable to be rejected. EMD shall not carry any interest.
1.4.9.7	The Earnest Money Deposit of the successful tenderer will be retained as part of Security Deposit.
1.4.9.8	EMD given by all unsuccessful tenderers shall be refunded within a reasonable time after acceptance of award of work by the successful tenderer.
1.4.9.9	BHEL reserves the right of forfeiture of Earnest Money Deposit submitted by the tenderer if: - a) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL. b) The Contractor fails to deposit the required Security Deposit or commence the work within the period as per LOI/Contract. EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/contractors" and forfeited/released based on the action as determined under these guidelines".
1.5	<u>AUTHORIZATION AND ATTESTATION:</u>
	Tenders shall be signed by persons duly authorized / empowered to do so. Certificated copies of such authority and relevant documents shall be submitted along with the tenders.
1.6	<u>VALIDITY OF OFFER:</u>
	The rates in the tender shall be kept valid for acceptance / for minimum period of six months from the latest due date of submission of offer. If a tenderer withdraws or revokes his tender or revises the tendered rates and conditions for any items within the aforesaid period, his earnest money is liable to be forfeited. In case Bharat Heavy Electricals Limited calls for negotiations, such negotiations shall not amount to cancellation or withdrawal, of the original offer which shall be binding on the tenderers.

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1.7	<u>EXECUTION OF CONTRACT:</u> The successful tenderer's responsibility under this contract commences from the date of issue of letter of intent by Bharat Heavy Electricals Limited. The successful tenderer shall be required to execute agreement in the prescribed form with BHEL within a reasonable time after the acceptance of his tender and in any case before submitting the first bill for payment. The total expenses towards preparing agreement (no of copies to be specified by BHEL at the time of execution of agreement) shall be borne by the contractor.
1.7	<u>SECURITY DEPOSIT (SD):</u>
1.7.1	Security Deposit means the security provided by the contractor towards fulfilment of any obligations in terms of the provisions of the contract. Upon acceptance of tender, the successful tenderer within the time specified in the Letter of Intent must deposit the required amount towards Security Deposit before start of the work. The Security Deposit shall not carry any interest.
1.7.2	The total amount of Security Deposit will be 5% (Five percent) of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
1.7.3	If the value of the work done at any time exceeds the accepted agreement value, the Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall immediately be deposited by the contractor or recovered from payments due to the contractor.
1.7.4	Regarding adjustment of Earnest Money Deposit towards part of Security Deposit, refer clause 1.7.2 above, the successful tenderer shall not commence any work under the contract before remitting the Security Deposit except as directed by BHEL.
1.7.5	Failure to deposit the Security within the stipulated time may lead to forfeiture of Earnest Money and cancellation of the award of work.
1.7.6	Security Deposit may be furnished in any one of the following forms: i) Cash (as permissible under the Income Tax Act) ii) Local cheques of scheduled banks (subject to realization)/Pay Order/Demand Draft/Electronic Fund Transfer credited in Bharat Heavy Electricals Limited, PS-ER' account. iii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL. Bank Guarantee for S.D. must be posted by the Bank by registered post directly to us, and it should not be submitted by the bidder directly to us. iv) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the contractor, A/C BHEL). v) Securities available from Indian Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/hypothecated/ pledged, as applicable, in favour of BHEL). vi) Any other mode as per latest guidelines issued by Govt. of India. Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

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1.7.7	Collection of Security Deposit: At least 50% of the required Security Deposit, including EMD, should be collected before start of work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the contractor till the amount of the required Security Deposit is collected. If the value of the work done at any time exceeds the accepted agreement value, the Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall immediately be deposited by the contractor or recovered from payments due to the contractor. The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, subject to approval of BHEL. Security Deposit should cover up to the period of guarantee also. (Note: In case of Small value contracts not exceeding INR 20.0 Lakhs, work can be started before the required Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit).
1.7.8	BHEL reserves the right of forfeiture of Security Deposit in addition to other claim and penalties in the event of the contractor's failure to fulfil any of the contractual obligations including statutory or in the event of termination of contract as per terms and conditions of contract.
1.7.10	<u>RETURN OF SECURITY DEPOSIT:</u>
1.7.10.1	If the contractor duly performs and completes the contract in all respects to the entire satisfaction of BHEL, and presents an absolute "No Demand Certificate" in the prescribed form and return properties belonging to BHEL handed over, lent or hired by him for carrying out the said works the security deposit will be released to the contractor after deducting all costs or expenses or other contracts entered into with the contractor, only after the satisfactory completion of contract.
1.7.10.2	No interest shall be payable by BHEL on earnest money / security deposit or any money due to the contractor by BHEL.
1.7.10.3	In no case Security Deposit can be released before settling all claims under this contract.
1.7.11	Performance Guarantee not applicable.
1.8	<u>REJECTION OF TENDER AND OTHER CONDITIONS:</u>
1.8.1	The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever.
1.8.1.1	To reject any or all of the tender.
1.8.1.2	To split up the work amongst two or more tenderers.
1.8.1.3	To award the work in part.
1.8.1.4	Either of the contingencies stated in 1.8.1.2 and 1.8.1.3 to modify the time for completion suitably.
1.8.2	Conditions and un-witnesses tenderers, tenders containing absurd or unworkable

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23398220

	rates and amounts and tenders which are incomplete and otherwise considered defective and not in accordance with the tender conditions, specification etc., are liable to be rejected.
1.8.3	If a tenderer expires after his submission of the tenders or after the acceptance of his tender BHEL may at their discretion cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at their discretion unless the firm retains its character.
1.8.4	BHEL will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. They may however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
1.8.5	If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded, and forfeit Earnest Money / Security Deposit.
1.8.6	Canvassing in any form in connection with the tenders is strictly prohibited and the tenders submitted by the contractor who resort to canvassing are liable to rejection.
1.8.7	Should a tenderer of contractor or in the case of a firm or Company one or more its partners / shareholders / directors have a relation or relations employed in the capacity of an officer of BHEL, the authority inviting tender shall be informed of the fact along with the officer, failing this, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money / Security Deposit.
1.8.8	The successful tenderer should not subcontract the part or complete work detailed in this tender specification / undertaken by him without written permission of BHEL. The tenderer is solely responsible to BHEL for the work awarded to him.
1.8.9	No deviation from the tender specifications shall be acceptable to BHEL. Tenderers shall confirm their unqualified acceptance of the terms and conditions by giving an undertaking to this effect in a separate envelope along with the techno-commercial bid super scribed the word "undertaking for NO DEVIATION".
1.8.10	The Tender submitted by a techno commercially qualified tenderer shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late tenders shall be returned to the bidders.
1.8.11	Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-1 party, then the awarded price i.e contract value shall be worked out after considering the discount so offered.
1.8.12	BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23398220

SECTION-II**GENERAL TERMS AND CONDITIONS OF THE CONTRACT**

CLAUSE NO	DESCRIPTION
1.0	DEFINITION:
1.1	The following terms and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.
1.2	BHEL shall mean Bharat Heavy Electricals Limited, a company registered under Indian Companies' Act, 1956 having its registered office at BHEL HOUSE, Siri Fort, New Delhi-110 049 and its Power Sector Eastern Region HQ at 9/1, DJ-Block, Sector-II, Salt lake, Kolkata-700091.
1.3	EXECUTIVE DIRECTOR / GENERAL MANAGER shall mean the Officer in administrative charge of BHEL, Power Sector Eastern Region at 9/1, DJ-Block, Sector-II, Salt Lake, Kolkata-700091.
1.4	"CONTRACTOR" shall mean the individual firm or Company who enters into this contract with BHEL and shall include their executors, administrators, successors and assigns.
1.5	"LETTER OF INTENT" shall mean the intimation letter to the Bidder that his offer has been accepted in accordance with the provisions contained in the said letter. The responsibility of the contractor commences from the date of issue of this letter and the terms and conditions of the contract are applicable from that date.
1.6	"MONTH" shall mean English Calendar month.
1.7	USE OF LAND: No premises belonging to BHEL either owned or hired shall be occupied by the contractor without the written permission of BHEL.
2.0	COMMENCEMENT OF WORK:
2.1	The contractor shall commence the work within the time indicated in the Letter of Intent from BHEL and shall proceed with the same with due expedition without any delay.
2.2	If the successful Bidder fails to start the work within the stipulated time, BHEL at its sole discretion will have the right to cancel the contract. His earnest money and/or security deposit with BHEL will stand forfeited without any further reference to him.
3.0	RIGHTS OF BHEL:
3.1	BHEL reserves the following rights in respect of this contract without entitling the contractor for any compensation to terminate the contract any time by giving fifteen days' notice without assigning any reasons thereof.
3.2	BHEL may recover any amount due from the contractor under this or any other contract. Besides, BHEL may also recover any other amount which BHEL is forced to pay due to failure on the part of the contractor to fulfill any of his obligations.
3.3	In the event of any dispute of any nature, the decision of BHEL shall be final and binding on the contractor.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23398220

4.0	RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS EMPLOYMENT OF WORKERS ETC.:
4.1	The contractor shall comply with all state and central laws statutory rules, regulations as may be applicable from time to time, as may be prevalent or enacted by the Government during the tenure of the contract and having force or jurisdiction at the place of work. The contractor shall give to the local Government body, Police and other relevant authorities all such notices as may be required by law. The contractor shall also furnish proof of above compliance to the authority concerned as and when demanded by the BHEL authority.
4.2	The contractor shall pay all taxes fees, license fee, charges for duties, royalty commissions or other charges which may be levied on account of operation and in executing the contract to the concerned authorities. In case BHEL is forced to pay any of such taxes, etc. BHEL shall have the right to recover the same from the contractor either from his bill or otherwise as deem fit.
4.3	The contractor shall be responsible for provision of health and sanitary arrangements particularly described in Contract Labour Regulation & Abolition Act) safety precautions etc., as may be required for safe and satisfactory execution of this contract.
4.4	The contractor shall be responsible for the proper behaviour at the place of work and observance of all regulations by the staff employed by him.
4.5	The contractor shall ensure that no damage is caused to any person, property of other parties working at the place of work. If any such damage is caused, it is the responsibility of the contractor to make good the losses or to compensate for the same.
4.6	In case the contractor is required to undertake any work outside the scope of this contract, the rates payable shall be those mutually agreed upon.
4.7	The contractor shall arrange and co-ordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.
4.8	All safety rules and codes applied by BHEL at the place of work shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment/materials and work to be performed by him and shall maintain all protection necessary for the purpose. The contractor shall also take precaution as may be indicated from time to time by BHEL with a view to prevent pilferage, accidents, fire hazard and due precaution shall be taken against fire hazards and atmospheric conditions.
4.9	The contractor shall arrange for such safety devices as are necessary for this type of work under this contract.
4.10	The contractor shall be directly responsible for payment of wages to his workmen.
5.0	INSURANCE:
5.1	It is the sole responsibility of the contractor to insure his workmen against injury, disability and death while at work and to pay compensation to his workmen, if so happens. The contractor should have ESI registration for coverage of his workmen under ESI Scheme.
5.2	If due to negligence and/or non-observance of the safety and other precaution any accident/injury takes place to any other person(s)/public, the contractor shall have to pay necessary compensation and other expenses, if so decided by the BHEL authorities.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23398220

5.3	If due to contractor's carelessness, negligence or non-observance of safety precautions if there is any damage to BHEL's property and personnel should occur and if BHEL is unable to recover the cost in full from the Insurance Company, the balance will be recovered from the contractor. In the event of loss/theft of BHEL's property while in the custody of the contractor it will be the responsibility of the contractor to lodge F.I.R. with the local police authorities and furnish the details of F.I.R. to BHEL about loss/theft within 48 hours of the occurrence. This is for the purpose of lodging insurance claim. If BHEL is unable to recover the cost in full from the Insurance Company, the balance including deductible franchise wherever applicable will be recovered from the contractor.
6.0	STRIKES & LOCKOUTS:
6.1	The contractor will be fully responsible for any dispute and other issues connected with his employee. In the event of the contractor's employee resorting to strike BHEL shall have the right to get the work executed through any other agencies and the cost so incurred by BHEL shall be deducted from the contractor's running bill/(s).
7.0	FORCE MAJEURE: The following shall amount to force majeure: --
7.1	Acts of God, acts of any Government, war, sabotage, riots, civil commotion, police action, revolution, flood, fire, cyclone, earthquake and epidemic and other similar cause over which the contractor has no control.
7.2	If the contractor suffers delay in the due execution of the contractual obligation due to delays caused for force majeure as defined above, the agreed time of completion of the job covered by this contract or the obligations of the contract shall be extended by a period of time equal to the period of delay provided that on the occurrence of any such contingency the contractor immediately reports to BHEL in writing the causes of delay and contractor shall not be eligible for any compensation.
8.0	ARBITRATION & CONCILIATION:
8.1	In case amicable settlement is not reached in the event of any dispute or difference arising out of the execution of the Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the Contractor in any manner touching upon the Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed by BHEL/In charge(Region) The award of the Arbitrator shall be binding upon the parties to the dispute Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of the arbitration shall be the place from which the contract is issued or such other place as the Arbitrator at his discretion may determine.
8.2	In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable: --

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23398220

8.2.1	In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively.
8.2.2	The cost of arbitration shall be borne equally by the parties.
8.2.3	Work under the contract shall be continued during the arbitration proceedings.
9.0	LAW GOVERNING THE CONTRACT AND COURT JURISDICTION:
9.1	The contract shall be governed by the laws for the time being in force in the Republic of India. The Civil Court, having ordinary original civil jurisdiction in Kolkata shall alone have exclusive jurisdiction in regard to all claims in respect of this contract.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23398220

TECHNICAL SPECIFICATIONS & SPECIAL CONDITION OF CONTRACT



BHARAT HEAVY ELECTRICALS LIMITED
(A Govt. of India Undertaking)
POWER SECTOR – EASTERN REGION
PLOT – DJ 9/1, SECTOR II, SALT LAKE
KOLKATA – 700 091

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)
POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091
फैक्स/Fax : (033) 23211960 फ़ोन/Phone : बोर्ड/EPABX : 23398220

SCOPE, SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

1.0	<u>NAME OF THE WORK</u>		
	DEPLOYMENT OF SECURITY PERSONNEL FOR “WATCH AND WARD SERVICES IN PROJECT SITE OF POWER SECTOR EASTERN REGION LOCATED IN JHARKHAND”		
2.0	<u>SCOPE OF WORK</u>		
2.1	The scope of work of watch and ward services shall include:		
2.1.1	Round the clock protection of the assets and work force of BHEL by deploying security personnel i.e. Security Guards (Semi Skilled Worker) and Security Supervisor (Skilled Worker) on eight-hour duty basis, upto three shifts per post and General Shift in project site within the geographical jurisdiction of JHARKHAND:-		
	SL NO.	NAME OF PROJECT	LOCATION ADDRESS
	i)	NORTH KARANPURA SITE	3 X 660 MW, NORTH KARANPURA SUPER THERMAL POWER PROJECT NTPC, TANDWA, DIST CHATRA, JHARKHAND-825321
2.1.2	To prevent theft, burglary, trespassing and presumption of any untoward incidents etc. in and around BHEL Material Store Yards, Site Office and any other areas in the interest of BHEL in concerned Project Site(s).		
2.1.3	Handling and maintenance of security gadgets, if any.		
2.1.4	Providing and ensuring use of Personnel Protective Equipment (PPE), liveries and all other materials required for the purpose.		
2.1.5	Checking all the incoming and outgoing vehicles, vendors, regular workers, visitors, agencies, contract workers, materials etc. and maintaining records thereof.		
2.1.6	Providing assistance in case of strikes, riots and Labour unrest, emergencies, community functions, sports & games, protection to employees of BHEL and its property in the event of theft, wilful damages and sabotages etc.		
2.1.7	Complying with the formalities required under the Law and lodging FIR with the Police in case of loss of any item by theft or pilferage.		
2.1.8	Regulation of authorized entries and restriction of unauthorized entries (personnel & vehicle), issuing Identity Cards / access cards to contract personnel, vendors, visitors etc.		
2.1.9	Collecting intelligence information and taking appropriate steps to prevent untoward incidents and informing the management promptly about it.		
2.1.10	Implementation of traffic rules / safety & environment rules / protecting trees etc. from falling in project sites.		
2.1.11	Maintaining and keeping of records related to the scope of work as per requirement / instructions of Officer In-charge of BHEL or Construction Manager.		
2.1.12	Checking of RR/LR /LWB/GR/Delivery Challan / Lorry Advice Slip (LAS), Material Receipt Certificate (MRC) and Store Receipt Voucher (SRV) while consignment being unloaded in BHEL Material Stores / Yards and Requisition cum Issue Voucher (RIV) and Gate Passes while materials being issued to Sub contractors.		
2.1.13	Providing Services of additional security personnel during emergency, if required.		
2.1.14	Deployment of necessary security personnel including supervisor(s).		
2.1.15	Round the clock deployment of industrially intelligent professional and watch & ward staff to protect company's assets and employees.		
2.1.16	Collecting intelligence information in advance to take adequate precautions for prevention.		

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23398220

2.1.17	Surveillance and monitoring of CCTV and handling of electronic gate access devices (if inducted).						
2.1.18	Any other job assigned by BHEL for safety and security of company's asset and workforce (within the city).						
2.1.19	Hoisting and lowering of BHEL FLAG as per the scheduled Dawn and Dusk time						
3.0	Deployment of Security Personnel / Manpower Requirement :						
3.1	Vital installations / Security Posts for smooth functioning and discharging the scope of work will be decided by Construction Manager of the concerned Project Sites.						
3.2	Tentative Deployment plan of Security Guards and Security Supervisors will as per followings:						
	Para no.		Name of Project				
	3.2.1 to 3.2.2		North Karanpura Site				
3.2.1	Deployment plan of Security Guards for North Karanpura Site :						
		Post no.	NAME OF THE POST/ VITAL INSTALLTION	GENERAL SHIFT	A SHIFT (06:00 HRS TO 14:00 HRS)	B SHIFT (14:00 HRS TO 22:00 HRS)	C SHIFT (22:00 HRS TO 06:00 HRS)
		i)	Material Yard -01		1	1	1
		ii)	Material Yard -02		2	3	3
		iii)	New Yard (Kamta Raham)		2	2	2
		iv)	Material Yard (Garilong)		3	3	3
		v)	North Corner Yard		1	1	1
		vi)	Gate No. 03		1	1	2
		vii)	New Yard (Gowala Toli)		3	3	3
		viii)	Guest House		1	1	1
		ix)	X Yard		2	2	2
		x)	Steel Yard		2	2	2
		xi)	Site Office		1	1	1
		xii)	Patrolling Guard		1	1	1
		xiii)	ISG Yard		1	1	1
		TOTAL			21	22	23
3.2.2	Deployment plan of Security Supervisors for North Karnapura Site:						
		Post no.	NAME OF THE POST/ VITAL INSTALLTION	GENERAL SHIFT	A SHIFT (06:00 HRS TO 14:00 HRS)	B SHIFT (14:00 HRS TO 22:00 HRS)	C SHIFT (22:00 HRS TO 06:00 HRS)
		xiv)	BHEL Site Office & Patrolling	1	1	1	1
3.3	The above strength /deployment plan is for the peak period and there will be lesser nos of posts at the beginning and at the end of the project and the requirement shall be reviewed by BHEL taking into account the changed conditions from time to time. However, the variation is subject to approval of the Competent Authority of BHEL. Payment shall be made on prorata basis depending on the actual deployment of personnel on duty.						

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23398220

3.4	However, Bidder's scope is not only to provide manpower but also to discharge all requirements as per scope of the contract.
3.5	ELIGIBILITY OF THE SECURITY PERSONNEL
3.6.1	The Bidder shall not employ or engage a person as a Supervisor or a Security Guard unless he fulfils the conditions specified in The Private Security Agencies (Regulation) Act, 2005 and as per that State PSARA/ Rules.
3.6.2	Height: 160 cm (Relaxation of 5 cm in case of Scheduled tribe) Chest: 80 cm with an expansion of 4 cm Weight: As per Standard table of height & weight Normal vision: 6/6 standard
3.6.3	Security personnel should be free from Knock Knee and Flat foot, free from any hearing defect, colour blindness, hypertension and also free from any contagious disease.
3.6.4	Age of Security Personnel: - 18 Years to 65 Years.
3.6.5	All the employees engaged by the Bidder must obtain health certificate in the prescribed format at their own cost from any Medical practitioner/Officer that they are free from all contagious diseases & have good health standard to perform the duty.
3.7	The educational qualification of the Security Supervisor should be preferably not less than 10+2 standard. It is desirable that Security Supervisor should be able to Speak, Read and Write Hindi, English and Language of the State.
3.8	The security personnel engaged by the Bidder should not be under influence of liquor and other addiction while on duty.
3.9	No security personnel shall be allowed to perform their duty with improper uniform, Safety Shoes and Helmet at Project Sites.
3.10	The Bidder will have to reshuffle its personnel periodically to obviate collusion on receipt of complaint from BHEL.
3.11	If any security person is disobedient or mischievous, the Bidder will replace the said security personnel immediately.
3.12	Security Guards on Leave or absent for any unforeseen reason, replacement to be at once made by Bidder without hampering the duty. No extra payment would be made by BHEL.
3.13	The Bidder shall ensure the Security Personnel deployed are his own employees and they are not borrowed from other Bidder on deputation or attachment. Bidder shall, therefore, furnish a certificate to this effect including a copy of appointment letters issued to them.
3.14	The Bidder shall be fully responsible for his workers / personnel with regards to terms of employment and non-employment of service. BHEL shall not be held responsible in any manner whatsoever in respect of workers engaged by the Bidder for carrying out the job at project sites of BHEL in the state of West Bengal or any other State(s).
3.15	The Bidder shall furnish a copy of list of workers proposed to be deploy under the contract with details like name, father's name, date of Birth, educational qualification, two identifying body marks, full residential address (present and permanent), experience, one passport size photograph, PF No. with UAN No. and ESI Number. The Bidder may also be required to submit Police verification or antecedents certificate in respect of persons proposed to be deployed under the contract.
4.0	Other Terms and Conditions :
4.1	Bidder shall organize regular PT, Drill, Parade and Roll Call of security personnel at least twice a week deployed at BHEL Site office to improve discipline and maintain their fitness. A trainer for this purpose to be deputed by the agency on regular interval for conducting training and performance / fitness test of security personnel and a report sheet to the effect is submitted to BHEL.
4.2	BHEL Flag Hoisting/ Lowering: In the BHEL Sites, BHEL flag is being hoisted from Dawn to Dusk

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23398220

	every day. Bidder should ensure the hoisting and lowering of BHEL FLAG as per the scheduled time. Month wise Dawn and Dusk timing should be provided by the Bidder in consultation with BHEL.
4.3	The Bidder shall ensure optimum participation of his security personnel in the FLAG HOISTING ceremony on 1st January (BHEL Day), 26th January (Republic Day) and 15 August (Independence Day) or any other official occasions at BHEL sites.
4.6	BHEL shall not take any liability for any claim by any security personnel to be absorbed or regularized in the services of the Company. It is reiterated that there is no employer-employee relationship either with the Bidder or with Bidder's employees or with the Bidder's organization. This is a contract and BHEL have no connection directly or indirectly or even remotely with Bidder's employees or with Bidder's organization. This is only a business transaction.
4.7	If any loss or theft occurs due to negligence of duty of the security personnel authenticated by a joint enquiry, the Bidder will compensate the loss.
4.8	<u>SUPERVISION OF THE CONTRACT</u>
4.8.1	The Bidder shall engage experienced Security Supervisor(s) (Highly Skilled worker) as per deployment plan as indicated in clause 3.2.2 (xiv) . They should be able to take all decisions regarding deployment of staffs, liaison with law and order authorities, effective control over theft and burglary inside the BHEL Sites and Field Hostel / Residential complex and all other properties of BHEL. The Security Supervisor(s) should be well connected through mobile phone.
4.8.2	Apart from supervision of work of Security Guards and Patrolling, the Bidder's Security Supervisors are required to look after routine administrative functions of the Bidder such as duty deployment, submission of post wise daily attendance statement, bill processing, coordination with BHEL and other outside agencies and for discharging required administrative assignments as desired by the BHEL from time to time.
4.8.3	The Bidder shall take all necessary safety precautions for his workmen working during any hour of the day and shall be responsible for any first aid / emergency treatment for his employees / workmen.
4.8.4	In the event of any damage occurring to any work / property of BHEL on account of malicious act due to negligence on part of the Bidder / their worker, the Bidder shall reconstruct / repair and make good any such damaged work at their own cost to the full satisfaction of the Officer-in-charge.
4.8.5	The Bidder shall be held responsible for any loss to BHEL property due to negligence in duty by the security personnel authenticated by a joint enquiry. The cost of materials shall be held up / recovered from running bill of the bidder, if found necessary.
4.9	<u>HEALTH, SAFETY AND ENVIRONMENT:</u>
4.9.1	The Bidder will ensure that the security personnel do not indulge in any unsafe and hazardous practice. They will ensure that his labour uses safety equipment such as shoes, goggles, masks etc. where use of such equipment is required in day-to-day operations. They will ensure that safety measures as recommended and stipulated in the Safety Rules of BHEL are strictly followed. Also general guidelines to protect environment shall be strictly adhered to. The Bidder must obtain health certificate of security personnel at his own cost from any registered Medical Practitioner / Officer that they are free from all contagious diseases and have good health standard to perform their duties.
4.10	<u>WORKMEN COMPENSATION:</u>
4.10.1	The Bidder shall ensure all his employee through ESI policy for discharge of this liability and submit a copy thereof to BHEL. If the area is not covered under ESI, suitable Workman Policy /Group Accidental Policy should be obtained and submit a copy thereof to BHEL.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23398220

4.11	EMPLOYMENT OF PERSONS ENGAGED UNDER THE CONTRACT:
4.11.1	The Bidder will employ such persons for discharging the obligations under the contract, who have educational qualifications, age (18 years to 65 years), experience and medical standards as per mutually agreed specifications. The Bidder will employ required number of competent and qualified supervisors to supervise and control his personnel, to take attendance of his employee, to disburse wages and to do such things as are necessary to maintain discipline among his staffs. The Bidder will have the sole discretion to decide on engaging, rewarding or terminating the services of his workmen.
4.11.2	The Bidder will comply with the provisions of relevant Acts and rules in respect of Working hours, Holidays, Rest, intervals, spread over, Leave and Over-time for his employee. All payments, as due and admissible under the law in this respect will be his sole responsibility.
4.11.3	The Bidder shall provide full particulars of each employee employed by him from time to time in a Performa to be provided to him by BHEL. The Bidder shall endorse a copy of all returns furnished by him to the Labour Department under the Contract Labor (Regulation and Abolition) Act and other Labour Laws through shramsavidha portal or other similar portal of appropriate government.
5.0	FACILITIES TO BE PROVIDED BY THE BIDDER TO THE SECURITY PERSONNEL AT HIS OWN COST:
5.1	Uniform consisting of two pants, two shirts, Belt, Cap, Whistle, Rain Coat (in Rainy season), Woolen Pull over (in Winter season), Safety Shoe, Safety Helmet, other required Personal Protective Equipment, Laminated Identity Card, Badge, Lan Yard, Socks-02 Pairs, 1 no. Lathi (Uniform to be supplied to each security personnel during the contract period on two yearly basis.) Recovery/adjustment of wage towards the cost of uniform should not to be made by bidder from their engaged workmen under any circumstance.
5.2	Liability on account of deployment of Security Personnel as per clause 3.2. towards payment of Wages/Salaries including uniform, to and fro Travelling cost, if any. Bidder should ensure payment of minimum wages and extending statutory benefits under (i) Employees' Provident Funds and Miscellaneous Provision Act, 1952, (ii) Employees' State Insurance Act, 1948 and allied statutes to Security Guards (Semi Skilled Worker) and Security Supervisor (Highly Skilled Worker).
5.3	Security Supervisor on patrolling will be in touch with various security posts and put his signature as a proof of checking the post.
5.4	3-cell torch light with cell to all the security posts. Cost of cells as and when required shall be borne by the Bidder.
5.5	Security Flood light should also be provided by the Bidders and should be available with Security Supervisor(s). Cost of maintenance of light and cells as and when required shall be borne by the Bidder.
5.6	Paper stationary required for maintain of statutory record etc. shall be borne by the Bidder.
5.7	COVID 19 protection Face Mask is mandatory to wear while on duty and liquid soap as per requirement for all posts must be issued by the vendor.
6.0	TERMS OF PAYMENT :
6.1	The job will be measured in terms of manday. MANDAY is defined as 'An industrial unit of production equal to the work one person can produce in a day'. A certificate from the Officer / Engineer In-charge concerned should be obtained for job measurement for the purpose of release of payment. Payment will be made on monthly basis for services in terms of mandays provided during the month.
6.2	"Manday" under this contract shall mean eight-hour duty on any shift (General, A-Shift, B-Shift,

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23398220

	C-Shift) on any day.			
6.3	Payment shall be made per manday comprising of pay elements shown in 6.5 below. The Bidder, in turn, shall ensure payment of security personnel deployed during any wage month.			
6.4	Rate of Minimum Wages will be decided based on the Appropriate Government in respect of the Client of Project Site for schedule employment under Minimum Wages Act, 1948. Change is to be effected from time to time based on notification in this regard issued by Appropriate Government. In case decrease in Minimum Wages due to decrease in VDA, the higher minimum wages last paid shall be protected.			
6.5	The following pay elements shall be payable per duty (08 Hrs) to Security Guards deployed as per deployment plan as indicated in clause 3.2 by the Bidder and shall be reimbursed by BHEL :			
	Sl. No.	Description / Elements	Security Guards (Semi-skilled worker)	Security Supervisor (Highly skilled worker)
	(a)	MINIMUM WAGE INCL VDA (As per appropriate Govt minimum wage rate and its upward revision time to time)	As applicable	As applicable
	(b)	PF @12%, EDLI @0.5% and Admin Charge @0.5% on sl.no. 6.5.(a)	As applicable	As applicable
	(c)	ESI @ 3.25% on sl.no. 6.5.(a)	As applicable	As applicable
	(d)	Washing Allowance	@ 3% on Sl. 6.5 (a)	
	(e)	Service Charges applicable on sl.no. 6.5.(a) ,(b), (c) & (d)	Quoted Rate (L1)	
(f)	Reimbursement of retrenchment Benefit @ 4.81% (without Service Charge on sl.no. 6.5 (a)	Total nos working months X last three months average minimum wage as per sl.no. 6.5.(a) X @ 4.81%		
6.6	The Bidder, at his own finance, must make payment of wages / other allowances / Statutory Benefits under various statutes to the Security personnel as per deployment plan as indicated in clause 3.2 (as applicable). BHEL shall make reimbursement to the Bidder towards payment of wages / other allowances / Statutory Benefits under various statutes made to security personnel so deployed under this contract.			
6.7	Reimbursement of employers' liabilities towards payment of Contributions and Administrative Charges under (i) Employees' State Insurance Act, 1948 and (ii) Employees' Provident Funds and Miscellaneous Provision Act, 1952 will be made at actual on applicable rates under relevant statutes. The current rate of (i) Employer's Contribution towards under Employees' State Insurance Act, 1948 is 3.25 % of the wages payable and (ii) Employer's Contribution and Administrative Charges thereof under the Employees' Provident Funds and Miscellaneous Provision Act, 1952 are @12%, for Provident Fund, @0.5% Admin Charges on Provident Fund & 0.5% on Employees Deposit Linked Insurance respectively.			
	Calculation for the purpose of Contributions/Administrative Charges towards Employees Provident Fund shall be made on (i) Minimum Wages i.e. Basic Wages (BW) plus Variable Dearness Allowance (VDA) [Clause 6.5(a)]			
	Calculation for the purpose of Contributions/Administrative Charges towards Employees' State Insurance shall be made on (i) Minimum Wages i.e. Basic Wages (BW) plus Variable Dearness Allowance (VDA) [Clause 6.5 (a)]			
6.8	Reimbursement of Overtime so paid to the Security Guards deployed as per deployment plan at Clause 4.3 on National Holidays i.e. Republic Day [26 th January], Independence Day [15 th			

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23398220

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

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23398220

6.20	Bidder is required to submit the summary of statutory information in a routine manner & as and when it is being demanded by BHEL for compliance.
6.21	The contract price shall be inclusive of all applicable taxes, duties & levies etc but exclusive GST. The payment shall be made in Indian currency only by Account Payee cheque /RTGS. Payment will be made on monthly basis and it will be released within 30 (thirty) days after receipt of bill.
6.22	GST on the services provided by the Bidder (Security Service Provider) will be made by BHEL as per Notification No. 29/2018- Central Tax (Rate), New Delhi, the 31st December, 2018 through Reverse Charge Mechanism.
7.0	<u>TAXES AND DUTIES</u>
7.1	All taxes excluding GST with applicable cess & BOCW Cess (mentioned elsewhere in the Tender) but including, Charges, Royalties, any State or Central Levy and other Taxes for materials if any obtained for the work and for the execution of the contract shall be borne by the bidder and shall not be payable extra by BHEL.
7.2	Any increase in the above at any stage during execution including extension of the contract, if any, shall have to be borne by the contractor. Quoted/ accepted rates/ price shall be inclusive of all such requirements.
7.3	GST with applicable Cess, legally leviable & payable by BHEL as per GST Law, shall be paid extra by BHEL. Hence, Bidder shall not include GST with applicable Cess in their quoted price.
7.4	TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.
7.5	TDS under GST shall be deducted at applicable rates on gross invoice value from the running bills.
7.6	Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred there under) wherein the 'Bill To' details shall be as per following. BHEL (Jharkhand) GST No – 20AAACB4146P5ZP NAME - BHARAT HEAVY ELECTRICALS LIMITED ADDRESS – As per Concerned Site Address in Sl. no. 2.1.1.
7.7	Bidder to intimate immediately on the day of removal of Goods(in case of any supply of goods) to BHEL along with all relevant details and a scanned copy of Tax Invoice through following communication mode for enabling BHEL to meet its GST related compliances In case of delay in submission of the abovementioned documents on the date of dispatch, BHEL may incur penalty /interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from the successful bidder, if such delay is attributable to the bidder.
7.8	In case of rising any Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as referred to in Section 34 read with Section 31 of GST Act & Rules referred there under.
7.9	Bidder shall Comply with the Time limit prescribed under the GST Law and rules thereof for raising of the tax invoice. If any supply of goods is applicable, Bidder shall also ensure prompt delivery of Goods after dispatch.
7.10	Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC,

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23398220

	or any other reasons attributable to the bidder, GST amount shall be recoverable from the bidder along with interest levied / leviable on BHEL, as the case may be.
7.11	Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied / leviable on BHEL.
7.12	Way Bill: Successful Bidder shall arrange way bill / e-waybill for any transfer of goods for the execution of the contract. The Bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit/ Way Bill, if required, shall be arranged by the contractor and BHEL will not supply any Road Permit/ Way Bill for this purpose.
7.13	Any new taxes & duties, if imposed subsequent to the due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extensions for which delay is not attributable to the bidder), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, bidder shall obtain prior approval from BHEL before depositing any such new taxes and duties. Benefits and/or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, introduced at a later date.
8.0	EMD and Security Deposit shall be as per General Conditions of the Contract.
9.0	<u>MISCELLANEOUS:</u>
9.1	The Bidder shall obtain a License from the Licensing Authority under the Contract Labour (Regulation and Abolition) Act / Inter-State Migrant Workmen Act. The Bidder shall be responsible for the identity, conduct, integrity of his workers and ensure that they do not indulge in any activity subversive of discipline or anti-national in nature
9.2	The Bidder shall require coordinating and maintaining close liaison with the client, local police and local administration. Bidder shall lodge FIR with police authorities on detection of any untoward incident / theft or any act against security and safety of BHEL Office or personnel.
9.3	The Bidder shall organize regular Drill and Roll Call of security personnel at least twice a week deployed at BHEL Bhawan to improve discipline and maintain their fitness.
9.4	In case the security personnel deployed by the Bidder go on strike, agitation or remain absent or remain inactive in any manner not conducive to company's interest, the Bidder shall promptly replace them by effective and efficient persons.
9.5	Bidder's security personnel shall not engage themselves, directly or indirectly, in any commercial activity or employment over and above their employment with the Bidder.
9.6	The Bidder shall ensure that the security personnel observe code of conduct and discipline expected of a security force.
9.7	Deployment of minimum number of man days of security personnel as specified in the scope of work.
9.8	Rotation / transfer of staff routinely.
9.9	Provide the required amenities like uniform, lathi, whistle, cap etc. within seven days of deployment of your personnel
9.10	Provide three cell torchlight with cell as and when required.
10.0	<u>PENALTY:</u>
10.1	If any loss or theft occurs due to negligence of duty of security personnel authenticated by a joint enquiry, the Bidder will compensate the loss so incurred by BHEL.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23398220

10.2	If any post is kept vacant / not manned as required to be manned under this contract and no period consent has been sought from BHEL by the Bidder, a penalty of 200% [Two Hundred Percent] of pay element at 6.1(a) shall be levied and deducted from the very next bill submitted by the Bidder.
10.3	BHEL is empowered to hold or deduct the amount from Bidder's bill for its non-performance or part performance with regard to any deficiency or negligence in security operation, indiscipline / disobedience of any nature by any of its personnel, theft / loss of BHEL's property or failure of the Bidder to discharge obligations under the terms and conditions of contract agreement.
10.4	In case of violation of clauses/non-performance / continuous poor performance / abandonment of work, the contract shall be terminated and the work shall be continued by any other means at Bidder's risk and cost. In this case security deposit of the Bidder shall be forfeited.
10.5	Bidder will provide the required Personal Protective Equipment's, failing which the same shall be provided by BHEL & an amount of 150% (one hundred & fifty percent) of the cost of the said materials shall be recovered from their bills.
10.6	Payment to the security personnel as per the payment of wages Act. Failure to do so or repetition of such default for more than three times shall lead to termination of the contract.
10.7	The total penalty during the contract period shall not exceed 10% of total contract value.
11.0	<u>TERMINATION OF CONTRACT:</u>
11.1	The contract shall be terminated on the following considerations, without notice:
11.2	If the Bidder is found guilty by court of law and the offence involves moral turpitude.
11.3	If the Bidder indulges in mal-practices such as bribery, corruption, fraud, pilferage etc.
11.4	If the Bidder is declared bankrupt, insolvent, wound-up, dissolved or partitioned.
11.5	If the Bidder is found to have substituted or damaged or disposed off material or document from any employee of the company.
11.6	If the Bidder is found to have obtained, by questionable means, copies of any document from any employee of the company.
11.7	If the Bidder has submitted, for getting the contract, any fake or false documents or certificates.
11.8	If the Bidder, persistently and in spite of warnings, is violating or circumventing the provisions of Labour Laws.
11.9	If the Bidder, persistently refuses to return company's dues.
11.10	If the Bidder indulges in anti-management activity of any kind.
11.11	If the Bidder fails to provide desired quality and quantum of services or violates any Clause of the contract or provision of law as applicable to him or his workmen/works.
11.12	Non-performance / continuous poor performance / abandonment of work / statutory noncompliance by the Bidder.
11.13	The contract may be terminated by BHEL giving one month's notice if the performance of the Bidder fail to meet the requirements specified in the conditions.
12.0	<u>DISPUTE SETTLEMENT:</u>
12.1	All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreements is reached the dispute shall be settled in accordance with the provision of the Arbitration and Conciliation Act, 1996 and the rules made therein under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of BHEL, PSER, Kolkata. The award of the arbitrator shall be final and binding on both the parties. The venue of the arbitration shall be in Kolkata in India. The Award to be given by Arbitration shall be a speaking award.
12.2	<u>JURISDICTION OF COURT:</u> Appropriate Court at Barasat under the Calcutta High Court , Kolkata

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23398220

	shall have exclusive jurisdiction over all matters related to this contract.	
13.0	OTHER POINTS	
13.1	The Bidder shall abide by the provisions of Employee's Compensation Act, 1923, Employees' State Insurance Act, 1948, Industrial Dispute Act & Rules, Contract Labour (R&A) Act-1970, Provident Fund and Miscellaneous Provisions Act-1952, Minimum Wages Act-1948 and Rules made and payment of wages Act-1936 and Rules and The Private Security Agencies (Regulation) Act, 2005 and West Bengal Private Security Agencies (Regulation) Rules, 2007. BHEL will not be held responsible for any injury sustained by Bidders' worker while on duty. In the event of any injury/accidental death of the employee on duty, the Bidder will have to pay necessary compensation to the legal heirs of said employee and that will not be reimbursed by BHEL. In case of failure to pay the compensation as decided by the competent authority as per Employee's Compensation Act, the Officer-in-charge will deduct necessary amount from any outstanding bill of the Bidder and deposit the same with competent authority.	
13.2	The Bidder shall submit photocopy of the payment sheet/ muster roll of every month during second week of subsequent month.	
13.3	The Bidder shall have to maintain all statutory records as required under the Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017, Contract Labour Regulation and Abolition Act, Payment of Wages Act, Minimum Wages Act etc. The statutory returns shall be submitted to appropriate authorities as required under the Act and Rule. The records should be kept within the work premises and must be made available on demand before BHEL / Concerned statutory authorities.	
13.4	The Bidder shall obtain license from Assistant Labour Commissioner under Contract Labour (R&A) Act. He shall not be allowed to carry out the job without valid contract Labour license/ Inter State migrant license and is required to produce the above license before commencement of the job	
13.5	Notwithstanding with any other Clause of tender document, Bidder's performance may be reviewed from time to time.	
13.6	All other term & conditions of this specification, not mentioned above shall be governed by the pertinent provisions of GCC.	
14.0	CONTRACT PERIOD	
14.1	The Time Period of contract shall be as per followings from actual date of commencement of work.	
14.1.1	Site Name	Proposed Contract Period
14.1.2	North Karanpura Site	48 Months
14.1.3	Mobilization shall be as per instruction of BHEL	
14.2	Successful bidder shall start the work as per instruction from concerned Construction Manager of concerned project site after placement of LOI.	
14.3	BHEL reserves the right to extend the contract period, if need arises, on mutual agreement on the same rate, terms and conditions.	
14.4	BHEL reserves the right to short close the contract period, if need arises, by giving 01 (one) month notice to bidder.	
14.5	Bidder may short close their contract with BHEL by giving minimum 03 (three) months notice.	
15.0	Evaluation and Awarding	
15.1	Evaluation will be done on quoted percentage value as per Price Schedule Volume –III (Latest Revision).	

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

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फोन/Phone : बोर्ड/EPABX : 23398220

Annexure –BOCW**Specific clause w.r.t BOCW Act & Cess Act**

1.	It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
2.	It shall be sole responsibility of the contractor engaging Building Workers in connection with the building or other construction works in the capacity of employer to apply and obtain registration certificate specifying the scope of work under the relevant provisions of the Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 from the appropriate Authorities.
3.	It shall be responsibility of the contractor to furnish a copy of such Registration Certificate within a period of one month from the date of commencement of Work.
4.	It is responsibility of the contractor to register under the Building and other Construction Workers' Welfare Cess Act, 1996 and deposit the required Cess for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 at such rate as the Central Government may , by notification in the Official Gazette, from time to time specify. However, before registering and deposit of Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, the contractor will seek written prior approval from the Construction Manager.
5.	In case where the contractor has been accorded written approval by the Construction Manager and the contractor is required to furnish information in Form I and deposit the Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, fails to do so, BHEL reserves right to impose penalty at the rate of 30% of Cess Amount.
6.	It shall be sole responsibility of the contractor as employer to get registered every Building Worker, who is between the age of 18 to 60 years of age and who has been engaged in any building or other construction work for not less than ninety days during the preceding twelve months as Beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996.
7.	It shall be sole responsibility of the contractor as employer to maintain all the registers, records, notices and submit returns under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
8.	It shall be sole responsibility of the contractor as employer to provide notice of poisoning or occupation notifiable diseases, to report of accident and dangerous occurrences to the concerned authorities under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the rules made thereunder and to make payment of all statutory payments & compensation under the Employees' Compensation Act, 1923.
9.	It shall be responsibility of the Contractor to furnish BHEL on monthly basis, Receipts/ Challans towards Deposit of the Cess under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder along with following statistics : (i) Number of Building Workers employed during preceding one month. (ii) Number of Building workers registered as Beneficiary during preceding one month. (iii) Disbursement of Wages made to the Building Workers for preceding wage month. (iv) Remittance of Contribution of Beneficiaries made during the preceding month

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

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फोन/Phone : बोर्ड/EPABX : 23398220

10.	BHEL shall reimburse the contractor the Cess amount deposited for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder. However, BHEL shall not reimburse the Fee paid towards the registration of establishment, fees paid towards registration of Beneficiaries and Contribution of Beneficiaries remitted.
11.	It shall be responsibility of the Building Worker engaged by the Contractor and registered as a beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 to contribute to the Fund at such rate per mensem as may be specified by the State government by notification in the Official Gazette. Where such beneficiary authorizes the contractor being his employer to deduct his contribution from his monthly wages and to remit the same, the contractor shall remit such contribution to the Building and other construction Workers' Welfare Board in such manner as may be directed by the Board, within the fifteen days from such deduction.
12.	If any point of time during the contract period, non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder is observed, BHEL reserves the right to withhold a reasonable amount from the payables to discharge any obligations on behalf of Contractors. The reasonable amount shall be decided by the Construction Manager in consultation with Resident Accounts Officer & Head HR and shall be final.
13.	The contractor shall declare to undertake any liability or claim arising out of employment of building workers and shall indemnify BHEL from all consequences / liabilities / penalties in case of non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.

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POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

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PRICE SCHEDULE (UNPRICED)

PLEASE REFER

E-PROCUREMENT PORTAL <https://bhel.abcprocure.com>

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PART-H (FORMS AND PROCEDURES)**PROFORMA OF BANK GUARANTEE (in lieu of CONTRACT EXECUTION/SECURITY DEPOSIT)**

In consideration of the Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its Unit at Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700091 having agreed to exempt (Name of the Vendor / Contractor / Supplier) having its registered office at _____¹ (hereinafter called the said Contractor which term includes supplier), from demand under the terms and conditions of the Contract reference No. _____² dated _____² valued at Rs.² (Rupees -----)² for <Nature of the Work>³ (hereinafter called the said Contract) of Security Deposit for the due fulfilment by the said contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. _____⁴ (Rupees _____ only), we _____ (indicate the name and address of the Bank) having its Head Office at _____ (address of the head Office) (hereinafter referred to as the Bank) at the request of _____ [Name of Contractor(s)] do hereby undertake to pay to the Employer an amount not exceeding Rs. _____ in the event of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Contract.

We, _____ (indicate the name of the Bank), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Employer. Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment. We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claim satisfied or discharged or till _____⁵ or till the office/Department/Division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) and also including the satisfactory performance of the equipment during guarantee period and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____⁶, (3 months more than the present date of validity of Bank Guarantee) we shall be discharged from all the liability under this guarantee thereafter.

We, _____ (indicate the name of the Bank) further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said contractor(s) from time to time or to postpone

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

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for any time or from time to time any of the powers exercisable by the Employer against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed⁷
- b) This Guarantee shall be valid up to⁸
- c) Unless the Bank is served a written claim or demand on or before⁹ (3 months more than the present date of validity of Bank Guarantee) all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ (indicate the name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

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

Date _____ Day of _____

for _____ (indicate the name of the Bank)

(Signature of Authorised signatory)

¹ NAME AND ADDRESS OF THE VENDOR / CONTRACTOR / SUPPLIER .

² DETAILS ABOUT THE NOTICE OF AWARD/ CONTRACT REFERENCE

³ PROJECT/SUPPLY DETAILS

⁴ BG AMOUNT IN FIGURES AND WORDS

⁵ VALIDITY DATE

⁶ DATE OF EXPIRY OF CLAIM PERIOD

⁷ BG AMOUNT IN FIGURES AND WORDS.

⁸ VALIDITY DATE

⁹ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 2/3 months after validity date.

2. In Case of Bank Guarantees submitted by Foreign Vendors-

a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23398220

is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)

b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at sl.no. b.1 will required to be followed.

b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.

b.4 The BG should clearly specify that the demand or other document can be presented in electronic form.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23398220

LIST OF CONSORTIUM BANKS FOR BANK GUARANTEE**List of Consortium Banks ***

Nationalised Banks		Nationalised Banks	
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank	Public Sector Banks	
3	Bank of Baroda	20	IDBI
4	Canara Bank	Foreign banks	
5	Corporation bank	21	CITI Bank N.A
6	Central bank	22	Deutsche Bank AG
7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Limited
8	Indian Oversea Bank	24	Standard Chartered Bank
9	Oriental bank of Commerce	25	J P Morgan
10	Punjab National Bank	Private banks	
11	Punjab & Sindh Bank	26	Axis Bank
12	State Bank of India	27	The Federal Bank Limited
13	State Bank of Hyderabad	28	HDFC
14	Syndicate Bank	29	Kotak Mahindra Bank
15	State Bank of Travancore	30	ICICI
16	UCO Bank	31	Indusind Bank
17	Union Bank of India	32	Yes Bank
18	United Bank of India		

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23398220

RTGS FORMAT**Form for getting payment through RTGS (Real Time Gross Settlement)**

01. NAME OF VENDOR
02. ADDRESS
03. VENDOR'S BANK A/C NAME
04. VENDOR'S BANK A/C NO.
05. NAME OF BANK
06. NAME OF BRANCH
07. BRANCH PH. NO.
08. CITY
09. IFSC CODE OF THE BRANCH

THE CHARGES IF ANY FOR PAYMENT THROUGH RTGS MAY BE RECOVERED FROM THE BILL SUBMITTED BY US.

SIGNATURE OF AUTHORISED REPRESENTATIVE
OF VENDOR WITH DATE & SEAL

CONFIRMATION BY BANKER WITH
OFFICE SEAL

**Note: Incorrect information will create accounting complications and payment
Will be delayed**

RTGS DETAILS OF BHEL-PSER FOR NEFT BY BIDDER/CONTRACTOR

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POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23398220

Form for getting payment through RTGS (Real Time Gross Settlement)

01. Name of Vendor **BHARAT HEAVY ELECTRICALS LTD.**
 02. Address **~~BHEL~~ BHEL HOUSE, SIRI FORT, N. DELHI**
 03. Vendors Bank A/c Name **BHARAT HEAVY ELECTRICALS LTD.**
 04. Vendors Bank A/c No. **11107800029**
 05. Name of Bank **STATE BANK OF INDIA**
 06. Name of Branch **COMMERCIAL BR., SALT LAKE, SECTOR-V**
 07. Branch Phone No. **KOLKATA**
 08. City **033-23575666**
 09. IFSC Code of the Branch **KOLKATA**
SBIN 0004289

The charges if any for payment through RTGS may be recovered from the Bill submitted by us.

Signature of Authorized Representative
के. के. कोआरी / K. K. Coari
 उप महाप्रबंधक (वित्त) / Dy. General Manager (Fin)
 बी. एच. ई. एल. : पो. एस. ई. आर. : कोलकाता - 700 091
BHEL:PSER / Kolkata-700 091

Confirmation by Banker with office seal



Note : Incorrect information will create Accounting complications and payment will be delayed

Form-1 (Format for local content)**Format for Self Certification regarding Local content (LC) for Product/ Services/ Works**

Date:

_____, S/o, D/o, W/o _____, Resident of _____
do hereby solemnly affirm and declare as under:

That the percentage of local content for the Product/ Services/ Works offered by the bidder/supplier against the subject tender (**TENDER NO: PSER: PUR:.....**) is ____%. We certify that the item(s) offered meets the local content requirement for **< Class-I Local Supplier / Class-II Local Supplier/ Non-Local Supplier, tick the applicable option >**. We are also enclosing the details of the location(s) at which the local value addition is made.

That I agree to abide by terms and conditions of Department of Industrial Policy & Promotion issued vide Notification No: P-45021/2/2017-B.E.-II Dated: 15-06-2017 & P-45021/2/2017-PP (BE-II) Dated: 28-05-2018, of Department of Promotion of Industry and Internal Trade issued vide Notification No: P-45021/2/2017-PP(BE-II) Dated: 29-05-2019 & P-45021/2/2017-PP (BE-II) Dated: 04-06-2020.

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any other authority so nominated by the Government of India for the purpose of assessing the LC.

That the LC for all inputs which constitute the said Product/ Services/ Works has been verified by me and I am responsible for the correctness of the claims made therein

That in the event of the LC of the Product/ Services/ Works mentioned herein is found to be incorrect and not meeting the prescribed LC norms, based on the assessment of an authority so nominated by the Government of India and I will be liable as under clause 9 (f) of **Public Procurement (Preference to Make in India) order 2017**.

I agree to maintain all information regarding my claim for LC in the Company's record for a period of 2 years and shall make this available for verification to any statutory authorities

- i. Name and details of the Local supplier (registered Office, Manufacturing and location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Product / Services/ Works for which the certificate is produced
- iv. Procuring agency to whom the certificate is furnished
- v. Percentage of LC claimed.
- vi. Name and contract details of the unit of the manufacturer
- vii. Sale Price of the product
- viii. Ex-Factory Price of the product
- ix. Freight, insurance and handling
- x. Total Bill of Material
- xi. List and total cost value of inputs used for manufacture of the Products/ Services/ Works
- xii. List and total cost of inputs which are locally sourced. Please attach LC certificates from local suppliers, if the input is not in-house.
- xiii. List and cost of inputs which are imported, directly or indirectly

For and behalf of _____ (Name of Firm/ entity)

Authorized signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact No and date>

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23398220

FORM – 2**(To be submitted in the bidder's letter head)****In-line with Department of Expenditure's (DoE) Public Procurement Division Order vide ref. F.No.6/18/2019-PPD dated 23.07.2020****Tender No.: PSER:PUR:HR:168(II):020(ENQ:20:PP:0015:PUR:33)****Date 15/09/2020.****Job: DEPLOYMENT OF SECURITY PERSONNEL FOR WATCH AND WARD SERVICES AT NORTH KARANPURA SITE ,JHARKHAND**

"I have read the tender clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]"

For and behalf of _____ (Name of Firm/ entity)

Authorized signatory (To be duly authorized by the Board of Directors)
<Insert Name, Designation, and Contact No and date>

Signature & seal of Authorized signatory (To be duly authorized by the Board of Directors)

FORM – 3**(To be submitted in the bidder's letter head)****In-line with Department of Expenditure's (DoE) Public Procurement Division Order vide ref. F.No.6/18/2019-PPD dated 23.07.2020****Tender No.: PSER:PUR:HR:168(II):020(ENQ:20:PP:0015:PUR:33)****Date 15/09/2020.****Job: DEPLOYMENT OF SECURITY PERSONNEL FOR WATCH AND WARD SERVICES AT NORTH KARANPURA SITE ,JHARKHAND**

"I have read the tender clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

For and behalf of _____ (Name of Firm/ entity)

Authorized signatory (To be duly authorized by the Board of Directors)
<Insert Name, Designation, and Contact No and date>

Signature & seal of Authorized signatory (To be duly authorized by the Board of Directors)**पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)****POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091****फैक्स/Fax : (033) 23211960****फोन/Phone : बोर्ड/EPABX : 23398220**

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 _____

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

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

Section 1- Commitments of the Principal

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

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

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

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

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

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

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant 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 will await their decision in the matter.

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



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

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to

demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

- 6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.
- 6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /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 Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending 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, the matter should be examined by the full panel of IEMs jointly as far as possible, 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 CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.
- 8.10 If the Monitor has 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 Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word 'Monitor' would include both singular and plural.

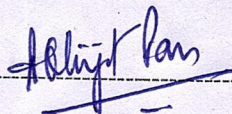
Section 9 - Pact Duration

- 9.1 This Pact shall be operative from the date IP 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. Issues like warranty / guarantee etc. should be outside the purview of IEMs.
- 9.2 If any claim is made/ lodged during currency of IP, 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 agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.



For & On behalf of the Principal

अभिजीत पान / AVIJIT PAN

उप महाप्रबंधक (क्रय) / Dy. General Manager (PUR)

वी. एच. ई. एल. / पी.एस.ई.आर / BHEL / PSER

(Office Seal) सॉल्ट लेक / DJ-9/1, SALT LAKE

कोलकाता-700 091/ KOLKATA-700 091

For & On behalf of the Bidder/

Contractor

(Office Seal)

Place

Kolkata

Date

Witness:

(Name & Address)

Sripurna Mukherjee
BHELPSER, Kolkata

Witness:

(Name & Address)

VOLUME-III PRICE SCHEDULE, REV-00	
JOB: DEPLOYMENT DEPLOYMENT	
DEPLOYMENT OF SECURITY PERSONNEL FOR WATCH AND WARD SERVICES AT NORTH KARANPURA SITE ,JHARKHAND	
TENDER NO : PSER:PUR:HR:168(II):020(ENQ:20:PP:0015:PUR:33) Date 15/09/2020.	
Sl. No	GENERAL INSTRUCTION FOR THE BIDDERS BEFORE FILLING UP THE PRICE BID
1	Bidders are required to go through instructions carefully and complete all the formalities as required. Clauses under this preamble shall be read in conjunction with SCHEDULE-I,SCHEDULE-II of Price Schedule alongwith GCC & SCC together with subsequent changes/ modifications etc thereto as applicable as on date of submission of price offer.In the event furnishing false information / incomplete information, the offers shall be rejected and no correspondence shall be entertained in this regards.
2	The work shall be carried out strictly as per specifications, description of the items in these schedule and/ or BHEL instructions.
3	Bidders are required to quote for the all items in Schedule of Rates .
4	While quoting following points are to be considered :
	i. Apart from wage and other statutory components, bidders must consider their overhead cost towards cost of uniforms, Torches & its Batteries, PPE,miscellaneous other cost which are not reimbursable by BHEL
	ii Service Charge to be quoted (IN PERCENTAGE) upto two decimal on TOTAL LIABILITIES (Security Guards and Security Supervisor) as shown at Sl.no. 1 (g) in the 'Reimbursable Pay Elements under the proposed Contract' of Schedule-II.
	iii. The quoted price shall be in percentage where absolute cost may vary as per the bill value with all-inclusive basis except GST.
	iv. Quoted percentage will remain firm during the contract period.
	v. GST shall be payable extra as per applicable rate.
	vi. Additional amount due to imposition of new tax by Govt. relevant to this work will be reimbursed by BHEL as per actual against documentary evidence.
5	vii. Income Tax shall be borne by the Bidder.
	Tender priority i.e. L1, L2, L3 party etc will be arrived by lowest rate (IN PERCENTAGE) quoted in service charges in Price Bid Sl. no.1.0 of Schedule-I
6	In case the lowest rate offered by the bidders are found to be unreasonable, BHEL reserves the right to negotiate for further price reduction and in such case the negotiated rate will be considers as L1 rate for all purposes.
7	BHEL reserves the right to accept or reject any bid/ all bids or cancel / withdraw the initiation for bid without assigning any reason whatsoever and in such case no bidders shall have any claim arising out of such action by BHEL

**VOLUME-III
PRICE SCHEDULE, REV-00**

**JOB: DEPLOYMENT OF SECURITY PERSONNEL FOR
"WATCH AND WARD SERVICES IN NORTH KARANPURA SITE OF POWER SECTOR EASTERN REGION LOCATED IN JHARKHAND"**

TENDER NO : PSER:PUR:HR:168(II):020(ENQ:20:PP:0015:PUR:33) Date 15/09/2020.

SCHEDULE-I

SL NO	DESCRIPTION	Percentage (%) upto two decimal (IN FIGURE & WORDS)
1.0	SERVICE CHARGE for providing " Watch and ward services in North Karanpura site in Jharkhand as per the scope of work and other terms & conditions for a period of Forty Eight (48) months	

NOTE:

N1	While quoting Service Charge, the following points are to be considered by bidder :
N1.1	Apart from wage and other statutory components, bidders must consider their overhead cost towards cost of uniforms, Torches & its Batteries, PPE's and other miscellaneous & Administrative costs which are not reimbursable by BHEL.
N1.2	Service Charge to be quoted in terms of Percentage (upto two decimal) on TOTAL LIABILITIES (Security Guards and Security Supervisor) as shown at Sl.no. 1 (g) in the 'Reimbursable Pay Elements under the proposed Contract' as shown in Schedule-II.
N1.3	Quoted percentage will remain firm during the contract period whereas absolute value may vary with any change in Minimum Wages etc.
N1.4	GST shall be payable extra.

Schedule-II

**JOB: DEPLOYMENT OF SECURITY PERSONNEL FOR
“WATCH AND WARD SERVICES IN NORTH KARANPURA SITE OF POWER SECTOR EASTERN REGION LOCATED IN JHARKHAND”**

TENDER NO : PSER:PUR:HR:168(II):020(ENQ:20:PP:0015:PUR:33)

Date 15/09/2020.

Sl no.	Reimbursable Pay Elements under the proposed Contract		
1	Description of Pay Elements	Security Guards (Semi-skilled worker)	Security Supervisor (Highly skilled worker)
1(a)	MINIMUM WAGE INCL VDA (As per appropriate Govt minimum wage rate and its upward revision time to time) in this case Central Government has been reckoned. (Ref Rate Jan 2020)	593.00	788.69
1(b)	PF @12%, EDLI @0.5% and Admin Charge @0.5% of 1(a)	77.09	102.53
1(c)	ESI @ 3.25% of 1(a)	19.27	25.63
1(d)	Washing Allowance 3% of 1(a)	17.79	23.66
1(e)	Sub total [Sum of (1(a), 1(b), 1(c) & 1(d)]	707.15	940.51
1(f)	Projected Mandays during the Projected Contract period	95040	5760
1(g)	Quantum of likely business for payment of Service Charge during proposed tenure of 48 months [1(e) X 1(f)](Security Guards and Security Supervisor)	67207536	5417340
1(h)	Reimbursement of retrenchment Benefit @ 4.81% (without Service Charge on sl.no. 1 (a)	2710854.43	218511.3