



Bharat Heavy Electricals Limited

(A Government of India Undertaking)

Electronics Division

P.B. No 2606, Mysore Road, Bangalore - 560 026.

External Services Department

Notice Inviting Tender (NIT)
(TWO PART BID)

Hiring of Security Services
For
BHEL EDN Stores and Site office Premises,

At
2 x 800 MW Thermal Power Plant
NTPC-Gadarwara
Dist. Narsinghpur, Madhya Pradesh.

NIT Ref.: CE-ES/2016-17/11/NTPC-GDR-SECURITY/PBM
Tender Opening Date and Time: 19.08.2016 at 13:30 hrs
Offer validity: 90days from the tender due date



CONTENTS

SL. No.	Description
1.0	Notice Inviting Tender
1a	Bid Application
1b	Bid questionnaire - A
1c	Bid questionnaire - B
1d	Declaration by Bidder
2.0	Instructions to Bidder
3.0	Special & General terms and conditions
4.0	Evaluation Of Price Bid
5.0	Price variation clause
6.0	Scope of Work
7.0	No Deviation Certificate
8.0	Price Bid Format



Ref: CE/ES/2016-17/11/NTPC-GDR-SECURITY/PBM

Date: 29/07/2016

NOTICE INVITING TENDER (NIT)
NOTE: BIDDER TO DOWNLOAD FROM WEB SITES

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To

Dear Sir/Madam

Sub : NOTICE INVITING TENDER

Sealed offers in two part bid system are invited from reputed & experienced bidders for the subject job by the undersigned on behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

1.0 Salient Features of NIT

Sealed bids are invited from registered Bidders for security services at BHEL EDN Site Stores premises at NTPC-Gadarwara (2 x 800MW), Narsinghpur Dist., Madhya Pradesh on job contract basis

Sl. No.	Work Description	Tender No.
01	Hiring of Security Services for BHEL EDN Site Stores premises at NTPC-Gadarwara (2 x 800MW), Narsinghpur Dist., Madhya Pradesh	CE-ES/2016-17/11/NTPC-GDR-SECURITY/PBM



Duration of contract	02 years from the date of award of contract.
Cost of Tender documents	NIL
EMD Amount	NIL
Date of availability of tender	29.07.2016
Last date for submission of tender	19.08.2016 13:00Hrs
Date of opening of Tender	19.08.2016 13:30Hrs

CONTACT PERSON

AGM(ES)
BHEL-ELECTRONICS DIVISION,
PB NO. 2606,
MYSORE ROAD, BENGALURU-560026

- 2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed & stamped on each page, as part of offer. Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.
- 3.0 Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, in the form of Demand Draft drawn/Pay order in favour of Bharat Heavy Electricals Ltd, payable at ELECTRONICS DIVISION, BENGALURU issuing the Tender, along with techno- commercial offer. Bidder may also choose to deposit the Tender document cost by cash at the Cash Office as stated above against sl no iv of 1, on any working day; and in such case copy of Cash receipt is to be enclosed with the Techno Commercial offer. Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL- EDN, Bengaluru and Sundays.

4.0 **Procedure for Submission of Tenders:** The Tenderers must submit their Tenders to Officer inviting Tender, as detailed below:

- PART-I consisting of 'PART-I A (Techno Commercial Bid)' in sealed and super scribed envelopes (ENVELOPE-I & ENVELOPE-II)
- PART-II (Price Bid) – in sealed and super scribed envelope (ENVELOPE-III)

5.0 The contents for ENVELOPES and the superscription for each sealed cover/Envelope are as given below. **(All pages to be signed and stamped)**

Sl no	Description	Remarks
	Part-I	
	ENVELOPE – I super scribed as : PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:-	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above. Note: <ol style="list-style-type: none"> a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained. b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. <ol style="list-style-type: none"> i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL 	
	ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender	
iii.	Supporting documents/ annexure if any. It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, etc.	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/Errata etc. pertinent to this NIT.	



v.	Duly filled-in annexures, formats etc. as required under this Tender Specification/NIT	
vi.	Notice inviting Tender (NIT)	
	PART-II	
	PRICE BID consisting of the following shall be enclosed	
	ENVELOPE-II superscribed as: PART-II (PRICE BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING <ul style="list-style-type: none">○ Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I○ Volume II – PRICE BID (Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)	

	OUTER COVER	
	ENVELOPE-III (MAIN ENVELOPE / OUTER ENVELOPE) superscribed as: TECHNO-COMMERCIAL BID, PRICE BID TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING: <ul style="list-style-type: none">○ Envelopes I○ Envelopes II	

- 6.0 SPECIAL NOTE :_All documents/ annexures; if any, 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.
- 7.0 No Deviation with respect to tender clauses and no additional clauses/ suggestions/ in Techno- commercial bid/ Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same.
- 8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter.



- 10.0 Since the job shall be at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation 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 above.
- 11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e- mail, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 12.0 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, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer; else BHEL's interpretation shall prevail.
- 13.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender.
- 14.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorized representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.
- 16.0 Validity of the offer shall be for **90 days** from the latest due date of offer submission (including extension, if any) or specified otherwise in SCC of tender.
- 17.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 18.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 19.0 The bidder may have to produce original document for verification if so decided by BHEL.

for BHARAT HEAVY ELECTRICALS LTD

AGM (ES)



PART – A

1.a BID APPLICATION

To

AGM - ES
BHEL EDN
Mysore Road,
Bengaluru - 26

Dear Sir,

I / We hereby offer to carry out the work.....
.....against Tender Enquiry No..... dated.....

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

- | | |
|---|--------------|
| 1. Notice Inviting Tender | |
| 2. Bid Application | |
| 3. Bid Questionnaire – A | |
| 4. Bid Questionnaire – B | |
| 5. Declaration by Bidder | |
| 6. Instructions to bidder | |
| 7. Special & General terms and conditions | |
| 8. Evaluation of price bid | |
| 9. Price variation clause | |
| 10. Scope of Work | |
| | } (Part – A) |
| 11. Price Bid Format | (Part – B) |

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

I / We are in possession of ESI Code, Provident Fund account Number and License under CL (R&A) Act.

I declare that, there was never / is no Case or charge under investigation / enquiry / trial against me /us, nor conviction in a Court of Law or suspended or Blacklisted by any organization on any ground.

:



1b. BID QUESTIONNAIRE - A

Tender Enquiry No. :

Date:

Details of The Bidder:

a) Name and address of the Firm:

b) Name and address of the proprietor:

c) Is any contract being operated under the Yes / No
Control of the bidder in BHEL/Other Public
Sector/ Govt.Organisation or reputed Pvt. Org.
(If yes furnish the detail document in support of this) :

Location/Address	Number of Persons	Tender value	Date of Completion/Expected date of completion

d) Is any relative of bidder employed in BHEL Yes / No
(If yes furnish the detail)
Name **Staff no** **Location / Area**

e) The Financial Turnover of past 03 years in the form of Balance sheet up to, P/L AC of last three years, Form 16 & form 26 AS to be attached



1c. BID QUESTIONNAIRE - B:

01	ESI Code No, Copy of ESI code issued by ESI	
02	License under CL (R&A) Act	
03	PAN No.	
04	*PF Code No, Copy of PF issued by Provident fund Authority	
05	Service Tax Registration No.	
06	Banker's Name & Address	
07	Sponsorship No of DGR & copy of DGR issued by Ministry of Defense	
08	Bank A/C No.	
09	Minimum 03 years working experience in PSU/Govt. Org. /Reputed Private sector essential. (copy of Work Order(s) and Experience certificate from previous clients to be enclosed for each work order)	
10	Self-declaration that the bidder has not been blacklisted by BHEL or any other firm or convicted by court of law(copy may be enclosed)	

Note:*PF code is not mandatory (The Pf code can be submitted on award of the contract) but those already has been issued PF code may submit the code along with the bid document.

Note: Photocopy in support of above wherever applicable should be attached.



1d. DECLARATION BY THE BIDDER

I, -----, aged-----Yrs., S/o -----, residing at -----

----- Hereby declare as
follows:

- (i) That my nationality is _____.
- (ii) That I am a major and eligible to enter into contract / my firm / my company is competent to enter into an agreement.
- (iii) I shall employ only such personnel who have not been found unfit for employment in Organizations such as Central / state / Public undertaking by the Police Authorities.
- (iv) I shall not employ persons against whom Criminal cases are pending or under investigation.
- (v) I shall also not employ persons found guilty of offences involving moral turpitude for executing work in BHEL contracts.
- (vi) That there are no Criminal cases pending or under investigation against me or my firm or company.
- (vii) I have not been found guilty of offences involving moral turpitude nor any of the company directors / partners of my firm have been found guilty of offences involving moral turpitude.
- (viii) Neither I nor my firm nor my company has been declared insolvent in the past.
- (ix) I have taken due care and efforts to furnish only information which are true in the tender document.
- (x) I shall employ personnel who are more than 18 and less than 55 years) of age and having sound physical and mental health.
- (xi) I shall keep Photograph / identity proof / residential proof of the security guards to be employed against this tender and arrange for police verification.
- (xii) The persons to be employed should be ex-servicemen from Army/BSF/Paramilitary forces.

[Signature with Name & seal of the Bidder]

Date :
Place :



2.0 INSTRUCTIONS TO BIDDER

- 2.1 Tender documents (Part A & Part B) duly completed should be sealed separately clearly super scribed "Technical Bid" & "Price Bid" & Tender No. other attachments as required. Both the tender documents again to be kept in a sealed envelope super scribed "Tender Enquiry No. _____dated _____and then to be sent to
- AGM - ES
BHEL-ELECTRONICS DIVISION,
PB NO. 2606 ,
MYSORE ROAD, BENGALURU-560026
- 2.2 The bidder shall accept all the terms and conditions of the tender. The bid which does not comply with BHEL terms and conditions may be rejected.
- 2.3 Each page should be duly signed by the bidder as a token of acceptance.
- 2.4 The Bid should not carry any conditions. Price/rate should be quoted in clear terms in the format given by BHEL
- 2.5 Any alteration erasure or over-writing may render the bid invalid. Alteration neatly carried out and duly attested over with the full signature of the bidder however is permitted. All entries in the tender documents should be in one ink and all the columns in the tender form should be filled without leaving any column blank. Tender document should be complete in all respect. Incomplete tender documents will be rejected and decision of the tenderer will be final and binding in this respect.
- 2.6 Name of the bidder should be written on the sealed envelope
- 2.7 Before making the offer the bidders are advised to carefully go through the terms and conditions, which form part of the agreement.
- 2.8 BHEL reserves the right to assess the capacity and capability of the parties for pre-qualification. The company also reserves the right to accept or reject any or all the tenders or any part thereof at any stage of process without assigning any reason whatsoever. BHEL's decision in this regard shall be final and binding.
- 2.9 **PRICE BID** - The bidders are required to submit their quotation in the prescribed format given along with the tender documents.



The wages should be quoted for each activity after careful study of the actual job requirement so that, in case the contract awarded, Bidder should not express any difficulties in execution of the contract.

- 2.10 **VALIDITY OF RATES** - The rates quoted should be valid for 90 days initially from the date of opening of the bid.
- 2.11 The bidder will be required to quote the rates against each category under each group.
- 2.12 BHEL reserves the right to award the contract to the lowest bidder.
- 2.13 BHEL reserves the right to reject any bid, which is technically unacceptable and unworkable. Further BHEL also reserves the right to reject any or all bids without assigning any reasons thereof.
- 2.14 BHEL reserves the right to cancel the contract at the initial stage or during the contract period if work is not found satisfactory.
- 2.15 Successful bidders shall enter into an agreement on stamp paper of Rs.100/= as a token of having accepted the rates, terms and conditions of the contract.
- 2.16 Any written communication required to be sent to The Bidder in writing shall be sent at the address mentioned on the tender form or to any other address subsequently intimated by him in writing to BHEL for the purposes.



3.0 SPECIAL & GENERAL TERMS AND CONDITIONS

SPECIAL CONDITIONS

1. That party shall provide security arrangements for guarding the BHEL EDN Site Stores premises at NTPC-Gadarwara, Narsinghpur Dist., Madhya Pradesh, Bidder shall provide security services to protect the property of BHEL Site stores premises at NTPC-Gadarwara. Bidder shall be responsible for guarding the Main gate, Site Office, rear gate, maintaining records, patrolling of Site stores premises.
2. That party shall engage, employ and provide the requisite number of trained personnel and security guards in shift duty and shall be responsible for payment of their emoluments and other dues payable to them according to their discipline and work.
3. That party shall not employ any personnel who are an immediate relative of any employee of the plant.
4. That the personnel so deputed by Bidder shall be Ex-Servicemen from Army/BSF/Paramilitary Services.
5. That Bidder shall provide proper (uniform including shoe) to the Personnel so deputed and the cost will be borne by The Bidder. The bidder has to provide photo identity card to all the security guards deployed for duty.
6. BHEL will provide security cabin, table, chair, stationary, torches with cells on the request of Bidder free of cost, if considered appropriate and necessary for the proper discharge of security function.
7. That party shall maintain stock register for items of properties issued by BHEL and the material coming in to the site stores premises. Maintain record of visitors, vehicles of visitors and daily in and out of the employees.
8. That it will be the responsibility of Bidder to comply with and implement all the laws applicable on the employees employed by them at the premises of BHEL.
9. That BHEL shall not be liable for any lapses made on the part of Bidder. BHEL shall have right to recover the damages arising out of any violation of the labour laws made by Bidder.
10. That Bidder shall provide complete continuous security measures throughout 24 hours by changing the personnel in rotation or replacement subject to laws and rules applicable at the relevant time.



11. That the entire responsibilities for taking security measures shall be of Bidder and the BHEL will not be liable to pay anything for the security charges except as provided in this agreement.
12. That Bidder shall provide complete bio-data of the staff posted at BHEL Site stores premises, at NTPC - Gadawara and copy of discharge certificate in support of identity as Ex- servicemen.
13. That periodical surprise checking of staff can be made by BHEL for maintaining the efficiency.
14. **That tenure of this agreement will be for a period of 02 years. After completion of 2 years from the date of execution of contract, the validity of the contract automatically stands closed. However this can be extended for another 1 year period with mutual agreement basis on same terms and conditions. If the bidder or BHEL wants to terminate the contract before expire of the time period, 01 months' notice from either side may be served in writing to do so.**
15. Bidder will give leave with wages to his employees, who have worked for a period of 240 days or more during a calendar year. To facilitate the proper execution of the Factories Act, these leaves shall be allowed during the same year, at the rate of one day for every 20 working days. Person, showing service commencing on a day other than the 1st day of January shall be entitled to leave with wages at the above rate (one day for every 20 days of work) only if he has worked for 2/3 of total no. of days in the remainder of the calendar year.
16. **Bidder will pay bonus to its employees in accordance with the Payment of Bonus Act 1965 & will keep all the records as per the requirement of said Act. The same shall be borne by Bidder and a compliance copy may be submitted to the contracting agency for record purpose.**
17. **Bidder shall regularly pay the amount of contribution (i.e. the employer's contribution as well as the employee's contribution in pursuance of provident fund scheme under the employees PF and misc. provisions Act, 1952. The calculation for depositing PF contribution (Employer) will be on the total wages (i.e. Minimum Wages of Madhya Pradesh).The compliances in respect of PF may be submitted by Bidder to the contracting agencies every month for record purpose.**



18. ESI Provision:

1. Bidder will arrange its own ESI Sub Code from the ESI Office, Madhya Pradesh and arrange for all other formalities of employees regarding ESI
 2. That Bidder shall regularly deposit the amount of contribution [i.e. the employers' contribution as well as employee's contribution as per the provisions of **Employees State Insurance Act, 1948** every month against the ESI code of Bidder.
 3. The same amount has to borne by The Bidder and a copy of compliances may be submitted to the contracting agency every month for record purpose. The calculation for depositing ESI contribution (Employer) will be on the total wages
 4. Bidder shall every month furnish the statement showing recoveries of the contributions in respect of employees employed by them in BHEL factory and township premises.
 5. Any change in the provisions" of the Employees State Insurance Act, 1948 in future will be applicable to The Bidder.
 6. Service Tax or any other statutory Tax shall be payable subject to submission of documentary evidence. It will be only reimbursed when Bidder will submit the documentary proof of deposit of service taxes and claim for the same.
 7. Bidder may recover from his employees the employee's contribution in accordance with the **provision of the PF and misc. Provisions Act 1952** and the scheme but he **shall not Recover the employer's contribution** or the other charges referred to in above mentioned paragraph from the employees in any manner.
 8. Bidder within seven days of the close of every month, submit to BHEL statement showing the recoveries of contributions in respect of employees employed by or through them along with the proof of its deposition with R.P.F. commissioner and shall also furnish to BHEL such information as BHEL in the capacity of principal employer is required to furnish under the provisions of the scheme under the employees PF and misc. Provisions Act 1952 to the authorities under the said Act.
 9. Bidder will arrange its own P.F. code No. from the office of Regional P.F. commissioner and make arrangements for depositing employee's contribution including employer's contribution in the R.P.F. Commissioner office.
- 19.a)** That Bidder of the first part shall ensure that their personnel do not join any union or interfere with the working of the BHEL.



b) After entering in to an agreement Bidder has to submit the detail list of security guards along with one copy of service book. Bidder has to ensure the checking of criminal records against Bidder by making a proper verification form his local authorities (i.e. local police station/sarapanch). At any point of time any disciplinary case found against the deployed persons, Bidder has to replace the convicted person with immediate effect.

20. That the BHEL shall pay to Bidder only the quoted rates and any changes in minimum wages in future has to be borne by The Bidder.

21. That all the payment by BHEL will be made through EFT payment to Bidder or to their authorized representative. No wage payments will be made to any employee of party directly. **(EFT format May be submitted along with the technical bid)(Enclosed annexure-I)**

22. CONFIDENTIALITY

The parties agree & acknowledge that in the course of their discussions and interaction, BHEL may disclose of confidential proprietary nature relating to its business, products, know-how, technology, customers, employees and financial to The Bidder. Such information shall be considered as confidential. The contract agrees to keep it confidential & secret at all times and not directly or indirectly disclose to any party other than its employees and authorized personnel's strictly on a need know basis, without the prior written permission of BHEL.

23. FRAUD Prevention Policy:

The Bidder along with its associates/collaborators/sub-Bidders/sub-vendors/consultants/service providers shall strictly adhere to BHEL's Fraud Prevention Policy displayed on BHEL Website 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

3.1 General terms & conditions.

3.1.1 The Security Agency shall have experience of handling work force in an industry with a group of more than 20 persons.

3.1.2 Bidder should have the essential License under Contract Labour (Regulation & Abolition) Act 1970. A copy of e license should be submitted along with the bid documents. The Successful bidder has to arrange contract labour license from the Regional Asst. labour commissioner by applying in form 5 of the contract labour regulation and abolition act 1970 .

3.1.3 Bidder should preferably have independent ESI Employer code under ESI Act



1948.

3.1.4 Bidder should preferably have the independent PF code under Employee Provident Fund and Miscellaneous Provisions Act 1952.

3.1.5 Photocopy of Letter from ESI Corporation and PF commissioner's office, to establish that bidder is independently registered as an employer under ESI and PF to be produced before commencement of work (ESI & PF code to be submitted).

3.1.6 The bidder shall also mention the PAN Number issued by Income Tax Department.

3.1.7 There should be no Case or charge under investigation / enquiry / trial against the Bidder, or conviction in a Court of Law or suspended or Blacklisted by any organization on any ground.

3.1.8 The opinion / decision of BHEL regarding the bid shall be final and conclusive. BHEL reserves the right to reject any or all the bids at any time without assigning any reason.

3.1.9 In case the bidder has a relative employed in BHEL, the authority inviting tender shall be informed of this fact in writing at the time of submission of tender, failing which the tender may be disqualified, or if such fact comes to light subsequently, the contract may be terminated.

3.1.10 If the bidder gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, BHEL, reserves the right to reject such tender at any stage.

3.1.11 BHEL reserves the right to award the contract to one or more Bidder simultaneously as deemed fit at the initial stage or during the contract period.

3.2 STATUTORY REQUIREMENTS:

- 3.2.1 While quoting the rate, the bidders are advised to take care of Minimum wages. However when tender is finalized, the minimum wages applicable at that time as per Govt. Notification shall be borne by Bidder. No differential wages will be paid in case of increase in minimum wages.



Bidder will be required to comply with all the statutory provisions such as Bonus, PF, ESI, Gratuity, Service Tax, minimum wages prevailing at the time of payment or arrears thereof etc. However, Bidders are required to take consent of BHEL before disbursement of duties to the deployed security personnel in the factory premises or before making any changes to the duties.

The TDS will be applicable and will be deducted from the bill of Bidder.

The Bidder shall submit the documentary evidence of payment on account of submission of statutory payments made to the concerned agencies before clearance of bill of next month.

Bidder may quote the administrative charges for PF Admin. Charges in the price bid format (if applicable).

- 3.2.2 The bidder shall comply with the provisions of the Factories Act 1948, Contract Labour (Regulation and Abolition) Act 1970, ESI Act, Employees Provident Fund and Miscellaneous Act 1952, Minimum Wages Act 1948, Payment of Gratuity Act 1972, Industrial Disputes Act, 1947, Employers Liability Act 1938, Inter State Migrants Workmen (Regulation of employment and conditions of Service) Act 1979 and or any other Laws and Rules that may be applicable from time to time to the workers engaged by him. The bidder, when required by the Company shall produce the registers and records for verification and comply with other directions issued by the company for compliance of the statutory provisions.
- 3.2.3 The Bidder shall fully indemnify the loss if any caused to BHEL due to any default or non-observance of any of the laws, or any omission or commission or inability on the part of the Bidder or his representative.
- 3.2.4 The Bidder shall, keep and produce for inspection at all times, forms, registers and other records required to be maintained under various statutes in order go through them by the Company whenever required.
- 3.2.5 The Bidder shall produce to the Company, the documentary proof of payment of the said statutory dues. Non-observance of the provisions will be construed as default by the Bidder in making such payment, and payment of his bill will be deferred.
- 3.2.6 Bidder will be required to maintain the daily attendance of his guards in the prescribed Performa for accounting payment of minimum wages, deduction towards ESI & PF Contributions, payment of Bonus, leave etc.



- 3.2.7 Bidder will have to follow the provisions of Payment of Bonus Act 1965 and Rules 1975, and is liable to pay Bonus to his workers. (Minimum prescribed bonus being 8.33% at present).
- 3.2.8 The bidder will have to extend paid National Holidays and Festival Holidays to their workers as per the provisions of Act and the Rules thereof. However, if due to exigencies of work he engages his workmen on National Holidays or Festival Holidays he shall pay additional wages as prescribed under the provisions of the Act.
- 3.2.9 All wages payments should be done through NEFT and a proof of disbursement of wages through bank to be attached with monthly bills, failing which bills shall not be processed for payment.
- 3.2.10 Salary slips to be provided to each and every guard deployed by The Bidder.

3.3 Manpower:

As per given approved strength you are required to deploy minimum 06 security guards daily. Details of manpower to be deployed are as under:-

SECURITY PERSONNEL REQUIREMENT

CATEGORY OF PERSONNEL	POINTS TO BE DEPLOYED	REQUIRED NO'S
SECURITY GUARDS	AS PER BHEL REQUIREMENT	03

Bidder has to deploy at least 6 security personnel in BHEL Site stores premises. Party shall ensure that the quoted rates should not be less than the minimum payments to the personnel mentioned in the price bid format.

- 3.3.1 The bidder shall be responsible for safety of his security personnel while they are engaged for work connected with BHEL SITE stores premises at NTPC-Gadarwara contract.



- 3.3.2 The bidder, as the employer of his workmen, shall manage them. In the event of any dispute arising between the Bidder and his employees, the Bidder alone is solely responsible for resolving the dispute between them and BHEL will in no way be responsible for settling the dispute either statutory or otherwise.
- 3.3.3 The bidder will be solely responsible for executing the agreed work and the employees of BHEL will only oversee the proper execution of work. The Bidder or his representatives shall be available in the factory to control his workers and take down instructions from the designated officials of BHEL.
- 3.3.4 The bidder shall engage sufficient number of competent employees for executing the agreed work. The Bidder shall have full control over his employees including w.r.t determining service conditions, discharge, dismiss, or otherwise terminate their services at any time. The bidder shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.
- 3.3.5 The bidder shall employ only such personnel who are medically fit. The company has right to direct the bidder to remove from the premises such of his personnel who may be physically, hygienically, clinically or medically unfit.
- 3.3.6 Bidder has to ensure presence of his representative in all the shift who should be capable of managing of his workforce, carry out the job smoothly, maintaining and submitting all statutory records and co- ordination with concerned section-in charge.

3.4 PERIOD OF CONTRACT

- 3.4.1 Initially the period of contract will be of 02 year only.
- 3.4.2 The contract could be extended further for period of 1 Year on the same rates, terms and conditions if mutually agreed upon.

3.5 FAILURE TO COMPLY WITH CONTRACT

- 3.5.1 Notwithstanding anything contained in any other clause, BHEL reserves the right to terminate the contract due to any failure on the part of the Bidder in discharging his obligations under the contract or in the event of his becoming insolvent or



going into liquidation. The decision of the BHEL about the failure on the part of the Bidder shall be final and binding on the bidder.

- 3.5.2 In case of any damage to the existing building, structures, materials, tools, furniture and fixtures, machines etc., caused from Bidder's end, the cost of its repairs or replacement will be recovered from The Bidder.
- 3.5.3 The cancellation of contract may be either whole or part of the contract at BHEL's option. However The Bidder shall continue to operate that part of contract which has not been terminated.
- 3.5.4 The decision of BHEL regarding interpretation of any terms and conditions set forth in the agreement shall be final and binding on The Bidder.

3.6 PAYMENT TO THE BIDDER

The periodicity of payment to The Bidder shall be on monthly basis. The Bidder shall raise the bill for payment as per contractual terms and conditions mentioned in the Contract, which should be duly certified by the BHEL official in charge of the contracted work. However the bill shall be raised by The Bidder only after disbursement of wages payable to the workmen before 7th day of every month in the presence of the representative of BHEL/can be directly paid through the individual account through EFT.

The Bidder has to submit to site engineer, documentary proof of all the statutory payments along with the bills of next month.

3.7 SUB-CONTRACTING

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

3.8 LAWS GOVERNING THE CONTRACT

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

3.9 LEGAL JURISDICTION:



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

3.120 DUTIES AND RESPONSIBILITIES OF THE BIDDER:

The duties and responsibilities and obligation of The Bidder including statutory responsibilities mentioned in this document are an indicative list and not exhaustive list. Bidders are required to confirm with the concerned authorities for proper and complete compliance.

3.10.1: The following documents / forms under Contract Labour (Regulation & Abolition) Act 1970 and relevant rules therein shall be maintained by each Bidder:

- (i) A notice showing the wage period and the place and time of disbursement of wages to be displayed at the place of work and a copy sent by The Bidder to the HR Department (Rule 75).
- (ii) A register of workman From XIII (Rule 75) (iii)
Employment card From XIV (Rule 76) (iv)
Service Certificate From XV (Rule 77)
- (v) Muster Roll, Wage Register, Deductions Register, overtime Register
Etc.
- (vi) Half yearly return to be sent (In duplicate) by The Bidder to the licensing officer. From — XXIV (Rule 82 (I) with a copy to HRM Department regularly.
- (vii) All statutory registers and records shall be preserved in original for a period of Ten years and should be made available even after the contract is over for verification.

3.10.2 The Bidder shall comply with the provisions of Contract Labour (R & A) Act including provisions relating to welfare and Health facilities as provided under the Contract Labour (R& A) Act 1970 and relevant rules.

3.10.3 You are required to submit the returns required under contract Labour (Regulation & Abolition) Act 1970 and forward a copy to HR Department.

3.10.4 Workmen insured under ESI Act only shall be deployed in contract work.

3.10.5 The bidder shall submit Six Monthly return in Form 6 along with monthly Challans to the appropriate authority under the provisions of Employee's State Insurance Act 1948, under intimation to HR Dept.



- 3.10.6 Notwithstanding anything contrary to this, in the event of accident The Bidder shall be required to submit injury report to the concerned authorities with a copy of the same to the designated BHEL Executive immediately and ensure the compliance of the ESI Act and rules made therein.
- 3.10.7 The bidder shall submit the following returns to the appropriate authority under the provisions of Employee's Provident Fund and Misc. Provisions Act 1952, Employees' Pension Scheme 1995 under intimation to HR Dept.
- 3.10.8 Monthly return in Form 12 A along with form 5 & 10(addition and deletion) and monthly Challan.
- 3.10.9 Annual Return in Form 6A along with Form 3A.

The Bidder shall maintain the following records as required under the Employees Provident Fund And Miscellaneous Provisions Act 1952, Employee's Pension Scheme 1995

- (i) Declaration of Nomination, Form No.2 Para 33 and 61 (1).
 - (ii) Pass Book.
 - (iii) Cash Book.
 - (iv) Attendance.
 - (v) Wage Register.
- 3.10.10 The Bidder shall regularly pay the amount of contribution (employer's contribution as well as the employee's contribution) as per the Employee's Provident Fund and Miscellaneous Provisions Act 1952, Employees' Pension Scheme 1995 and Employee's State Insurance Act 1948.
- (i) The Bidder may recover from his workmen, the employee's contribution in accordance with the provision of the said act and the Scheme but he shall not recover the employer's contribution or the other charges from his employees in any manner.
 - (ii) The Bidder shall submit along with monthly bills to BHEL, statement showing the recoveries of contributions in respect of employees employed by or through him along with the proof of Deposit of such contribution with the Concerned Authority and shall also furnish to BHEL such information, in the capacity of principal Employer, is required to furnish under the provisions of the schemes under the Employees P.F. and Misc. provisions Act 1952 and ESI Act 1948 to the authorities under the said acts.



- (iii) The Bidder will arrange for his own P.F. and ESI code No. from the P.F. Authorities and ESI Authorities.

- 3.10.11 In case of revision of Minimum Wage by the State Govt. after the award of work by BHEL, The Bidder will be liable to pay the difference of increased wages for such period. Any failure to comply with the statutory requirements on the part of Bidder shall disqualify such Bidder from all contracts awarded to him and his name shall be black listed for further tenders / contracts. In addition, The Bidder's security deposit shall be forfeited apart from consequential legal action against him.
- 3.10.12 The Bidder shall maintain Form D as per Rule 5 of the PAYMENT OF BONUS ACT 1965. The Bidder is further liable to pay bonus to his employees in accordance with the payment of Bonus Act 1965 and will keep all the records in Form C as per the said Act.
- 3.10.13 Bidder shall Supervise the work allotted to him and to be carried out by his employees.
- 3.10.14 Bidder to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal records.
- 3.10.15 In case Bidder fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the Security deposit / other dues payable under the contract can be utilized by BHEL to discharge the liability of The Bidder.
- 3.10.16 The liability for an compensation on account of injury sustained by an employee of The Bidder will be exclusively that of The Bidder.
- 3.11 **NATIONAL & FESTIVAL HOLIDAYS** (as declared by BHEL,EDN Site Office): The Bidder will give paid National Holidays and Festival Holidays to the workers as per Section 5 of National and Festival Holidays Act. However, if due to the exigency of work if any of his workmen is required to work on National Holiday or Festival Holiday, The Bidder will pay wages as per Section 5 sub section 2 and 3 of the said act.
- 3.11.1 Besides the three national holidays 15th August, 26th January and 2nd October, if Govt. declares any other day as a national holiday same will be treated as paid holiday for the purpose of this contract. Accordingly The Bidder shall be required to provide paid holiday to its workers for the same. If any of the contract worker works on such additional declared national holiday, he will be entitled to additional wage for the said day.



- 3.11.2 **GENERAL ELECTIONS:** If the general elections are held for State Assembly / Parliament and Government declares a public holiday for exercising the franchise, the contract shall give all his workman half day leave in "A" shift only. The Bidder's workmen working B and C shifts will be required to exercise their franchise during their own time.
- 3.11.3 The Bidder shall maintain the following Documents, Registers, Forms as required under the FACTORIES Act 1948 and Rules 1969.
- | | | |
|------|------------|------------------------|
| (I) | Leave Book | From No. 15 (Rule 121) |
| (II) | Nomination | From No. 25 (Rule 127) |
- 3.11.4 The Bidder will extend leave with wage to his workers who have worked for a period of 240 days or more during a calendar year. To facilitate the proper execution of the Factories Act, these leaves shall be allowed during the same calendar year, at the rate of one day for every 20 working days. A worker commencing service on a day other than the 1st day of the January shall be entitled to leave with wages at the above rate (one day for every 20 days of work) only if he has worked for 2/3 of total no. of days in the remaining year. The Bidder will pay the un-availed portion of leave in cash every Six month from the start of the contract.
- 3.11.5 Bidder has to ensure that all his workmen are granted one day weekly off after every 48 hrs. of working.
- 3.11.6 The Bidder shall follow safety rules and regulations as per provisions of Factories Act 1948, and Rules at his own expense and arrange for the safety provisions as appended to these conditions or rules framed by the government from time to time.
- 3.11.7 Security deposit money of Bidder will be refunded only after expiry of twelve months from the date of completion of the contract and Inspection report by ESI Authorities and PF authorities. In case any dues are claimed by the ESI Authorities, the dues of The Bidder will be settled only after NOC from ESI and PF Authorities.
- 3.11.8 The Bidder shall be required to deposit service tax as applicable before 15th of the following month, if same is applicable as per rules in force from time to time. The amounts so spent can be claimed from BHEL after submitting the proof of the same. The service tax is reimbursable only when The Bidder submits the proof of deposit of service tax and claim for the same.
- 3.11.9 Bidder shall inform his PAN to BHEL. Income tax as applicable will be deducted at source by BHEL from the bill of Bidder.



- 3.11.10 All the Registers and Records, forms, Notices maintained under the relevant Acts and Rules should be produced on demand before the Inspector or any other authority under the Act, failing which the contract may be terminated without any notice.
- 3.11.11 Bidder shall be required to submit a list of his workers to be deployed for the works contract in the enclosed Performa giving details regarding Name of contract worker Fathers Name, permanent and Present Address, Date of Birth, Qualification, Caste-SC/ST/OBC ESI No and family member details.
- 3.11.12 The Bidder shall abide by all the labour legislations and other laws including the provisions of Contract Labour (Regulation & Abolition) Act 1970, the Factories Act 1948, The Payment of Wages Act 1936, the Minimum Wages Act 1948, ESI Act and Employees provident Fund Act 1952. and other relevant Acts applicable to his workmen / worker under this contract.
- 3.11.13 The Bidder shall promptly furnish all information and document required by BHEL Authorities for the purpose of complying with the responsibilities of Occupier of the factory and shall render all the necessary assistance for the same.
- 3.11.14 The Bidder will maintain proper discipline of his workmen and will ensure that his workers do not cause any loss or theft or damage to any company's property. The Bidder will also be responsible for the good conduct of his workmen.
- 3.11.15 The Bidder or his authorized representative shall be required to be present at the work place / site during working hours for the purpose of supervising the work and executing as per contract.
- 3.11.16 The Bidder shall not sub-contract or transfer the contract or any part thereof to any other individual, firm or company without the express written permission of BHEL.
- 3.11.17 The Bidder shall ensure and maintain uninterrupted progress of the work in accordance with instructions given to him on behalf of BHEL from time to time. The BHEL shall also be entitled, at its discretion to terminate the contract in full or cancel any part thereof.
- 3.11.18 In case The Bidder makes default in commencing the work within the time specified by BHEL, without any reasonable cause, disputes any of the terms and conditions of the contract or refuses to execute the contract or any part thereof at any stage, the contract shall, without prejudice to any other right or remedies available to BHEL be liable to be cancelled / terminated in part or in whole. In the event of cancellation /



termination of contract, The Bidder shall be liable, to compensate BHEL for all losses incurred by BHEL including the loss suffered on account of having the work executed through any other Bidder or department as may be convenient to BHEL, in accordance with the exigencies of the work. In case only a part of the contract is cancelled, the remaining portion of contract may be allowed be executed by The Bidder.

- 3.11.19 The Bidder shall, without fail, give up to date information in writing of the attendance of the workers engaged by him. The Bidder will also submit the required documents and certificates as prescribed from time to time for the clearance and the payment of the bill.
- 3.11.20 Whenever any sum of money is found to be recoverable from or payable by The Bidder, the same will be deducted from any sum that may due or which at any time there after becomes due to The Bidder under this contract or under any other contract or from his security deposit. In case the recoveries are not complete even after such deduction, The Bidder shall pay the same or the balance thereof from the security deposit. The Bidder shall immediately thereafter pay such further sums as may be required to replenish the shortage caused by such recoveries in the amount of security deposit.
- 3.13.21 In case of failure on the part of The Bidder to execute the work awarded to him within the stipulated time the earnest money deposited by him shall be forfeited after a week notice issued by the awarding officer and BHEL may in its discretion award the contract to any other party.
- 3.11.22 All the terms and conditions as mentioned in work order will also form a part of the agreement.
- 3.11.23 BHEL Management shall have a right to deduct any sum from the bill of The Bidder for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract, Non- payment of wages or of deduction made from his or their wages which are not justified by the terms of the contract or non-observance of the said contract Labour regulations.
- 3.11.24 **The Bidder shall be responsible for observance of local laws, employment of personnel, payment of taxes etc. As far as possible, workers shall be engaged from the local areas & present work force can be removed or new one inducted only after the consent of BHEL Management.**
- 3.11.25 The work shall be supervised by The Bidder or through their authorized representatives on day-to-day basis.



3.11.26 The Bidder shall be wholly responsible for the behaviour of the workmen at the work place and outside, in the BHEL premises.

3.11.27 BHEL shall be entitled to recover any payment made on behalf of The Bidder under any law or otherwise.

3.12 **ARBITRATION** : If at any time, any question, dispute or difference on matter connected with this work order should arise, the same shall be referred for arbitration to a person nominated in this behalf by Head of Unit, BHEL EDN, Bangalore, site award shall be final and binding on both parties.

3.12.1 In any matter pertaining to law, the agreement shall be subject to limits of local jurisdiction.

4.0 EVALUATION OF PRICE BID: Rate must be quoted for all the activities mentioned in the price bid Performa as the job would be awarded to successful bidder on Turnkey basis. In case bidder does not quote rates for all activities, BHEL reserves the right to reject such offer. The lowest bidder will be decided on the basis of overall price quoted by The Bidder.

5.0. PRICE VARIATION CLAUSE:

Any changes in minimum wages ,PF,ESI has to be borne by The Bidder .By taking into consideration of these factors the bidder may quote the price in the price bid format. Cost quoted in the price bid shall remain valid & fixed during the entire contract period

6.0 SCOPE OF WORK

a. Area Of the Work - Deployment of security personnel at BHEL EDN Site Stores premises at NTPC-Gadarwara and providing security services.

b. Name Of Work — Security Services.

Brief description of the Work —

Note:

- i. The Security personnel to be deployed in the BHEL EDN Site stores premises at main gate and rear gate.



- ii. Bidder shall be responsible for the security and safety of man and material belonging to BHEL site stores premises
- iii. Bidder shall be responsible for the storage and security of material issued to him. In case of any loss / shortage cost of material shall be deducted from bill.
- iv. The Bidder has to properly educate their workmen in safe working practices in consultation with the officer-in-charge and ensure safe working condition.
- v. Before submitting the bids The Bidder should visit the work place, obtain desired clarification to have clear understanding.



Annexure - I

7.0 NO DEVIATION CERTIFICATE

To,

AGM(ES)
BHEL-ELECTRONICS DIVISION ,
PB NO. 2606 ,
MYSORE ROAD, BENGALURU-560026

Dear Sir,

Sub : No Deviation Certificate

Ref: 1) NIT/Tender Specification No:
2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions. We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

NAME & SIGNATURE OF BIDDER



8.0 PRICE BID FORMAT

(This financial bid to be enclosed in a separate envelop with seal)

To
AGM –ES
BHEL Electronics Division
PB No:2606
Mysore Road, Bengaluru-26

Sir,
I/We wish to submit our Tenders for PROVIDING SECURITY SERVICES ON JOB
CONTRACT BASIS on the following rates.

SL.No	Particulars	No of Guards	Rates per guard per month	Rate Per Month Rs.)in figure	Rate Per Month in (Rs.) in words
01	Guarding of BHEL EDN Stores and site office on 24 hours basis	03			
02	Service Tax @ 14				
03	Swatch Bharat Cess @ 0.5%				
04	Krishi Kalyan Cess @ 0.5%				
05	Total				

Note - 1*The rate should be quoted by taking into consideration of PF contribution,ESI contribution, Bonus Payment, future revision of minimum wages and other components like reliever charges/uniform cost including shoe etc. The rate will be valid for 2 years from the date of execution of the contract.. Rates shall be firm for 2 years

1. The work will be governed by terms & conditions mentioned in the tender documents.

We have carefully read the terms and conditions of the Tender and are agreed to abide by these in letter and spirit.

Signature _____
Name & Address of the Firm _____
Telephone _____
No. _____
Mobile _____
No. _____



Annexure -II

NEFT FORMAT

**FORMAT TO RECEIVE E-PAYMENT THROUGH EXISTING ACCOUNT WITH
NEFT/RTGS ENABLED BANK BRANCH**

Sub: E-payments vide NEFT/RTGS – Req.

Name of Bidder/ Firm	
NAME AS PER BANK RECORDS	
ACCOUNT TYPE	
BANK ACCOUNT NUMBER	
NAME & ADDRESS OF THE BANK	
BRANCH CODE	
BRANCH IFS CODE	
BRANCH MICR CODE	
NAME OF THE AUTHORISED SIGNATORY	

I/We confirm that I/We will bear the charges, if any levied by my/our bank for the credit of **NEFT/RTGS** amounts in our account.

For.....

.....

.....

.....

SIGNATURE (Authorized Signatory)

Date:

We confirm that we are enabled for receiving **SEFT/RTGS** credits and we further confirm that the account number, the signature of the authorized signatory, branch code, RTGS code and MICR code of our branch mentioned above are correct.

Date:

BANK VERIFICATION

(Manager's/Officer's Signature under bank stamp)