

Bharat Heavy Electricals Limited

(A Govt. of India undertaking)

Regional Operations Division

8, SOUTH AVENUE, CHOUBEY COLONY, RAIPUR - 492001 (C.G.)

PHONE: 0771-2255170, FAX: 0771-4061170



REF: ROD/RPR/SG/20-21
DTD: 21-11-2020

To,

Dear Sir,

Sub: QUOTATION FOR SECURITY SERVICES FOR WATCH & WARD OF BHEL ROD OFFICE AT RAIPUR.

As you may be aware, Bharat Heavy Electricals Limited, a Government of India undertaking a company of "MAHARATNA" status having its Regional Office located at **8th South Avenue, Choubey Colony, Raipur – 492001 (C.G.)**.

We are interested for deployment of security guard in our office for 24 hours a day. The contract shall be initially for ONE year and extendable for another ONE year on same terms and conditions.
Cost of Tender: NIL, Earnest Money Deposit (EMD) : Rs. 10,034.00/- (to be submitted alongwith Techno Commercial Bid (Part A).

Scope of Works:

- Providing security services for 24 hours OF BHEL ROD OFFICE, RAIPUR AT 8, SOUTH AVENUE CHOUBEY COLONY RAIPUR.

Compensation for Services

The Service provider will quote the rates as per price schedule detailed in PART-B, Schedule-1 .

Tender is in Two parts i.e

Techno Commercial Bid (Part A), Envelop 1

Price Bid (Part B) Schedule-1, Envelop 2.

The formats for both the parts are enclosed herewith. Both the bids to be sealed in separate envelopes with the label as "Techno Commercial Bid" and "Price Bid". The Techno Commercial Bid should contain Demand Draft/Banker's Cheque for Rs. 10,034/-payable to " BHEL, Raipur " towards EMD without which Price Bid shall not be opened. Both the envelopes to be sealed in another envelop along with covering letter superscripted with "Tender for SECURITY SERVICES.

EMD given by all unsuccessful tenderers shall be refunded normally within 15 Days of acceptance of award of work by the successful tenderer.

BHEL reserves the right to reject any or all offers without giving any reason thereof.

Evaluation criteria: -The order shall be placed on one party on the basis of lowest prices quoted.

- The evaluation of lowest bidder will be done on the basis of the total sum of Part-I (Labour cost, variable) and Part-II (Service Charges, variable) of Schedule-1 with applicable GST.
- In case of arithmetic errors if any, committed by the bidders in their price bids (Schedule-1), the BHEL reserves the right to correct it in following manner: However, quotes % rate will not be changed in any case.

Methodology to decide successful bidder in case of "TIE " rates -In case it is found that there are more than one L-1 bidder , then selection of bidder shall be made as per the Lottery System in front of qualified bidders/representative those will be presented at the time of price bid opening.

The tenders are to be submitted in tender box kept in the front room office premise of BHE: ROD Raipur office on or before 11/12/2020, 15.00 hours at 8th South Avenue, Choubey Colony, Raipur. We shall open the part A on 11/12/2020 at 15:30 hours, You may depute your representative for attending the tender opening. PART " B " (Schedule-1) SHALL BE OPENED ONLY OF QUALIFIED BIDDERS ON SCRUTINY OF TECHNO COMMERCIAL BID PART "A", THE DATE SHALL BE INFORMED LATER.

Offers through telegram / fax shall not be acceptable.

Thanking you.

Yours truly,

Regional Manager

Encl: 1. Part-A, ALONGWITH ANNEX. A, B, C, & D

2. Part B. (Schedule-1)

TECHNO COMMERCIAL BID – PART ‘A’ - ENVELOP 1

| S.No. | Description (Mandatory for Qualifying) | Submitted |
|--------------|---|------------------|
| 1 | <p>Earnest Money Deposit of Rs. 10034/- DD/BC No.</p> <p>Bank Name:..... Dated.....</p> <p>should be enclosed which is a mandatory without which offer shall not be considered.</p> | Yes / No |
| 2 | <p>The contract for PROVIDING SECURITY SERVICES shall be initially for a period of one year (365 DAYS/24 HRS IN A DAY). BHEL reserves the right to extend it for another ONE year on yearly basis at the same rates, term and conditions.</p> | Yes / No |
| 3 | <p>GST REGISTRATION CERTIFICATE</p> <p>Valid REGISTRATION certificate from competent authority for Goods & Service tax should be enclosed which is a mandatory without which offer shall not be considered.</p> | Yes / No |
| 4 | <p>EPF REGISTRATION CERTIFICATE</p> <p>Valid EPF REGISTRATION certificate from competent authority for Employment provident fund organization should be enclosed which is a mandatory without which offer shall not be considered</p> | Yes / No |
| 5 | <p>INCOME TAX RETURNS & PAN CARD :</p> <p>Pan card copy & copies of Income Tax Returns for last three Income Tax Assessment years [i.e. 2017-18, 2018-19 & 2019-20] should be enclosed which is a mandatory without which offer shall not be considered.</p> | Yes / No |
| 6 | <p>PSARA LICENSE</p> <p>Valid PSARA LICENSE Issued by Police Deptt, Govt. of Chhattisgarh in his own name/name of Firm should be enclosed which is a mandatory without which offer shall not be considered</p> | Yes / No |
| 7 | <p>LABOUR LICENSE :</p> <p>The firm /individual bidder should possess a valid Labour License issued by Labour Department, Govt of CG to engage labour in the business of manpower supply as per "Contract Labour (Regulation & Abolition) Act - 1970".</p> <p>In case the aforesaid license is not available an undertaking shall have to be given regarding making the same available within 15 days time on receipt of Work Order.</p> | Yes / No |

Signature, Name & Seal of Bidder / Tenderer

| S.No. | Description | Acceptable / Not Acceptable |
|--------------|--|------------------------------------|
| 8 | Performance certificate from at least THREE GOVT/REPUTED PRIVATE companies should be enclosed. | Yes / No |
| 9 | Validity of your offer shall be 2 months from the date of submission. | Yes / No |
| 10 | List of present customer preferably Govt. Sector & Public Sector/Autonomous body for at least one year should be enclosed. | Yes / No |
| 11 | BHEL reserves the right to terminate the contract by giving 15 days notice in writing in case the services are not found satisfactory / mal-practices are observed. | Yes / No |
| 12 | Arbitrator in case of any arbitration / differences in execution of contract shall be one of the BHEL Executives who shall be sole Arbitrator and his decision shall be final | Yes / No |
| 13 | Certificate regarding Police verification of individual shall be submitted before deployed. | Yes / No |
| 14 | Payment shall be made within 15 days from the date of presentation of your bill in our office based upon work carried out during the month on monthly basis. All payment shall be subject to deduction of income tax at source as per Income tax Act and GST Act as per applicable rules. | Yes / No |
| 15 | ACCEPTANCE ABOUT SIGNING OF AGREEMENT ALONG WITH ANNEXURE- A, B, C & D. | Yes / No |
| 16 | Annexure _II enclosed. | YES / NO |
| 17. | SECURITY DEPOSIT OF 5% OF CONTRACT VALUE IS TO BE DEPOSITED ON AWARD OF CONTRACT. (PLEASE REFER Security deposit CLAUSE OF ANNEXURE " D". | Yes / No |

Signature, Name & Seal of Bidder / Tenderer

FOLLOWING WILL BE GIVEN BY BIDDER / TENDERER
(This is to be submitted with part-A – Techno commercial bid)

We confirm the following:

- All conditions are acceptable.
- Submission of Earnest Money Deposit (EMD) amount of Rs. 10,034.00 through Demand Draft/Banker's cheque payable to BHEL, RAIPUR
- Minimum wages as per CG Govt.Rules will be paid to Security Staff.
- Security personnel will be replaced after their duty hours i.e. after each shift and 24 hour Security will be provided.
- The **minimum no.** of persons provided for security per day '3'.
- The Provident fund, Goods & Service Tax etc will be liability of contractor and the proof of payment for the statutory obligations will be submitted of previous month before claiming the payment of next month.
- We confirm that price bid is submitted strictly as per the Price Bid format without any change. In case Price Bid is found to be submitted in any other form, the offer will be rejected out rightly.
- We confirm that Techno- Commercial & Price Bid is to be submitted in two separate sealed envelopes.

Signature, Name & Seal of Bidder / Tenderer

PRICE BID – PART ‘B’ – ENVELOPE 2

Schedule-1

SCHEDULE OF PRICES FOR PROVIDING SECURITY SERVICES FOR WATCH & WARD OF BHEL ROD OFFICE, RAIPUR

PART-I: ESTIMATED LABOUR COST PER MONTH [VARIABLE WITH VARIATION OF MINIMUM WAGES]

[Based on Minimum Wages w.e.f.01.10.2020, As per CG Govt. Labour Circular]

| S/No | Description | Amount (in Rs. `) |
|------------------------------------|--|--------------------|
| LABOUR FOR WATCH & WARD | | |
| 1 | Estimated Wages (Basic+DA) of unskilled category Un-armed 3 nos. security guards for round the clock security (1 no each in all the 3 shifts of 8 hours each) including salary of reliever. | 28,440 |
| 2 | EPFcontribution(@13.00%) on Sr. No.1 | 3697.20 |
| 3 | ESIC contribution(@3.25%) on Sr. No.1 | 924.30 |
| 4 | Bonus 8.33% of Basic and DA | 2,369.05 |
| 5 | Total Labour Charges (in Rs.) (A) | 35,430.55 |

PART- II : SERVICE CHARGES TO BE QUOTED BYTHE BIDDER [VARIABLE WITH VARIATION OF LABOUR COST]

| S/N | Particulars | Total monthly | Percentage of amount in column 3 in one digit of decimal. |
|-----|---|--------------------|---|
| 1 | 2 | 3 | 4 |
| 1 | <u>SERVICE CHARGES</u> [Variable] | 35,430.55/- |%(in digits)Percent (in words) |

GST Extra as applicable as per prevailing Govt. rule on PART-I & PART-II both.

Evaluation of relative position of Bid– The evaluation of relative position of bidder i.e. L-1, L-2 & L-3 shall be decided on the basis of total cost of contract including GST [i.e. Part I + Part II + Applicable Rates of GST]

[1] The % of Service Charges to be quoted by the bidders in Column(4) in part (B), should be positive, otherwise bid will be rejected. Further same can be quoted up-to one decimal place only.

[2] Please note that percentage quoted in these second digit of decimal will not be taken into consideration. Accordingly, if one bidder quotes say 3.11% and another bidder quotes 3.19% then both bidders will be considered to have quoted 3.1% and will be treated as equal for the purpose of comparison and also award of contract.

[3] The labour cost shall be payable as per actual nos of working mandays during a particular month. Labour cost has been worked out with provision of reliever for all Shift Employees i.e. Part(I) & (II), therefore reliever is mandatory for all the Shift Employees. And a weeklyoff is to be ensured to all employees.

[4] Payment shall be made to the Security Agency on above mentioned rates for total labour charges for actual mandays provided by him during the period & Service charges in percentage of labour cost.

[5] Bidder must include any other statutory charges in their quoted service charges. BHEL will not be responsible for payment beyond above quoted price.

Signature, Name & Seal of Bidder / Tenderer

ANNEXURE- I
Model Contract for award of work on Job Contract basis
for maintenance of Security work

AGREEMENT

THIS AGREEMENT made this _____ day of _____ Two Thousand _____ between :

M/s. _____, a Proprietary/Partnership firm/Society/Co-operative Society/Company (indicate legal status of the Contractor) duly registered with shop & Establishment (indicate name of the Authority with whom Registered) and having Registration no. _____having its Registered Office at _____

Hereinafter referred to as contractor (which expression shall unless repugnant to the context or meaning therefore be deemed to mean and include its successors and permitted assigns) of the first part.

And

Bharat Heavy Electricals Limited, ROD, Raipur, 8 South Avenue Choubey Colony, Raipur a Company incorporated under the Companies Act 1956, and having its registered office at BHEL House, Siri Fort, New Delhi-110049 hereinafter referred to as " BHEL" (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the Second part.

WHEREAS

- A. The BHEL desires to engage a contractor to provide Security Service in and around the BHEL, ROD OFFICE AT 8 South Avenue, Choubey Colony, Raipur.
- B. The _____, which is a specialized agency providing Security services in different establishments has agreed to undertake the aforesaid work on job contract basis.

NOW THEREFORE IT IS AGREED BETWEEN THE PARTIES

The terms and conditions of this agreement are stipulated in Annexure A,B,C& D which forms part of this agreement.

IN WITNESS WHEREOF the parties hereto through their authorized representatives have signed these presents on the day, months are year mentioned above

For and on behalf of
Contractor
(Indicate name of the contractor & affix his seal)

(Authorized Signatory)

(Name & Designation)

WITNESS: 1.

1. Signature
2. Designation
3. Address

For and on behalf of
Bharat Heavy Electrical Limited
_____ Unit.
(affix seal of the unit)

(Authorized Signatory)

(Name & Designation)

WITNESS 1.

1. Signature
2. Designation
3. Address

Security services shall be provided by the contractor at Bharat Heavy Electricals Limited - Regional Operations Division 8, South Avenue, Choubey Colony, Raipur, comprising of following:

- 6000 Sq.ft. of premises of the Office including of Building having approx. 2000 Sq ft. (Ground floor)
- 2 Nos. of Gates of the office Premises in the front side only.
- 3 Nos Gate of building.
- Security of office car, security of appliances like Air conditioner, cooler and other items fitted in building but accessible from outside.

Security services to be provided by you shall fulfill the following conditions:-

- a) To provide Security services round the clock at the aforesaid premises/ gate. Security personnel deployed to carry out the job should be ex-Servicemen. They should not be above the age of 55 years and physically fit.
- b) To provide effective surveillance of the security services.
- c) To guard/patrol/check during day and night and ensure that no theft, pilferage, trespass, accident, nuisance, disturbance of peace and disorderliness etc. take place in the area.
- d) To take all preventive measures to avoid fire or accident taking place. However, in case of such an eventuality, suitable action to be taken immediately for fire fighting, inform the Head of the Office and designated officers of BHEL immediately.
- e) To man the person on entry point, regulate and check the flow of men/ material and ensure to guard the premises in such a manner that no property is taken away by any one in unauthorized way.
- f) To apprehend immediately any trespasser or person moving in an unauthorized way and under suspicious circumstances and deal as per law in consultation with designated officer of BHEL.
- g) To search the person and their belongings on a random basis as well as in suspicious cases both during entry and exit and inform the designated officer in case the person is found to be in an unauthorized way carrying any property of the Company.

(2)

- h) To watch habitual offenders and mischief makers and inform the designated officer of BHEL if anything unusual is noticed.
- i) To provide protection in case of assault/ apprehension of assault to any employee of BHEL.
- j) To seize goods suspected to be stolen and hand them over to the designated officer of BHEL.
- k) To bring any untoward occurrence/ incidents in the company premises to the notice of designated officer of BHEL without delay.
- l) To maintain liaison with Police/Fire /Civil Authorities.
- m) To maintain proper records/ documents as per requirement of the company in connection with security services.
- n) To ensure that lights/fans are not in use beyond office hours and are switched off and water taps are turned off.
- o) To periodically inspect the fire equipments, water hydrants to ensure that they are operational. To periodically carry out mock drill also.
- p) Tools and tackles will comprise of Torches, batons, lathies, Guns/ rifles if required and permissible.

-----X-----

ANNEXURE-B
Sample measurement criteria

MEASUREMENT OF WORK AND PAYMENTS THEREOF

1. The designated officer of the Unit will periodically inspect the security services being provided by the contractor and find out deficiencies, negligence etc. If any the contractor shall rectify the same immediately within 24 hours to the satisfaction of the designated officer.
2. Payment towards work satisfactorily executed will be made to the contractor at the following rates :
 - a. Guarding/patrolling/checking - Rs. / day. subject to
max. of Rs. /- per month.
3. Payment will be made to the contractor on the basis of work carried out by him on a monthly basis.
4. All payments will be subject to deduction of income tax at source as per income tax laws and Goods & service tax as per the applicable Rules.
- 5) Above rates are subject to variation as per the formula given below to compensate the variation to contractor, in case there is increase in the minimum wages by the Govt. Auth. during currency of contract or if the minimum wages are paid to the security staff by the contractor.

Formula to Compensate on Variation in Compensation to Contractor providing Security Cover

$$P1 = P0 \times \frac{W1}{W0}$$

Where

P0 = Compensation for Security as agreed on 16.12.2020.

P1 = Compensation after considering variation, after revision of Minimum wages as per Labour Commissioner, CG Government

W0 = Minimum wages per day as applicable to **Un-skilled Worker** on 16.12.20 as per Appendix "A" of Circular published by Labour Commissioner, CG Govt.

W1 = Minimum wages as applicable to Un-skilled worker on Next Revision as per appendix (applicable to Security Guards) of Circular published by Labour Commissioner, CG Govt.

The variation will be allowed w.e.f. from date of revised Minimum wages based on the circular issued by Labour Commissioner of CG Govt.

CONTRACTOR'S OBLIGATIONS

A) Contractual:

- a) Contractor shall decide the number of employees to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work as per the prescribed specifications and quality plan. However, contractor will be bound to ensure security staff is changed after the required working hours i.e. after the shift is over. The shift duty hours will be decided by BHEL, contractor will ensure that the security staff replaces the previous staff immediately on change of shift.
- b) Contractor shall supervise the work allotted to him and to be carried out by his employees.
- c) Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
- d) Contractor to maintain appropriate records of his employees deployed to carry out the job(s).
- e) Contractor should issue appropriate appointment letters to his employees.
- f) Contractor to provide employment card/ identity card with photograph duly verified and attested by the Contractor to his employees. Contractor to indicate the name of the proprietary/ partnership firm/company, place of work, contract number and duration of validity of card.
- g) Contractor will be responsible for the good conduct of his employees. In case of any misconduct /misbehavior by any employee, the contractor will replace such employee(s) immediately.
- h) Contractor shall not sub-contract the job without prior written permission.
- i) Contractor will keep watch on his employees and he will be liable for any pilferage/loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
- j) Contractor to provide safety appliances and safety shoes to his employees. The contractor shall be responsible for enforcing all safety regulations as applicable.
- k) The contractor has to provide a distinct uniform different from BHEL employees. The uniform shall be kept in neat, tidy and wearable condition. Wherever necessary, the cap shall be integral part of the uniform.
- l) Contractor to ensure that all precautions are taken for safety of his employees and equipments.
- m) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from establishment of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation.
- n) Contractor shall provide to his employees all tools, tackles and equipments and maintain the same to carry out the job under the contract at his cost and if necessary contractor may take insurance policy of his men, material, equipments and tools and tackles.
- o) Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.
- p) Contractor shall provide material at his cost as mentioned in the contract to his employees for carrying out the job

B) Towards statutory liability

- a) **All statutory requirements under Minimum Wages Act, 1948, Payment of Wage Act, 1936, Workmen Compensation Act 1923, EPF & MP Act, 1952, Payment of Gratuity Act, 1972, ESI Act, 1948, The Contract Labour (R&A) Act, 1970, Payment of Bonus Act, 1965, Income Tax Act, Goods & Service Tax Act and all other applicable Acts, Rules, Regulation, as per Government, shall be complied with by the contractor.**
- b) Contractor shall comply with all statutory requirement, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- c) Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities / BHEL authorities.
- d) Contractor to provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act, 1952 to the RPF.
- e) Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No/ card of each employee.
- f) Contractor shall produce proof of deductions as well as remittances of PF, EDLI, Pension, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records. Contractor to issue wage slips to his employees.
- g) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- h) Contractor shall be solely responsible for non payment/ delayed payment of wages/ DA, contributions under EPF & MP act, ESI Act etc.
- i) In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit /other dues/running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
- j) Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- k) The liabilities for any compensation on account of injury sustained by an employee of the contractor will exclusively that of the contractor.
- l) Contractor to obtain insurance cover to his employees/equipment /tools and tackles etc and take third party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage, pilferage of his property and /or his employees.
- m) Contractor should have independent code numbers/ exemptions under EPF& MP Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes.
- n) Payment of bonus under the Payment of Bonus act. Payment of gratuity under Gratuity Act and retrenchment compensation under Act will be the sole responsibility of the contractor.
- o) Over and above the daily wage rate, payment shall be made for leave with wages.
- p) Contractor shall observe provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employees. No work shall be done on second/ third shift, overtime, Sundays or on other declared holidays without written permission.
- q) In case a contractor employees women as employee he will discharge his obligation under law in respect of such woman prohibition of employing them for more than 9 hours per day provision of crèche facility, grant of maternity leave as per rules etc.
- r) Contractor shall be responsible for making payment of wages before the expiry of 7th day after the last day of the wage period in respect of which the wages are payable and to ensure disbursement of wages in the presence of the authorities representative of contact operating division who shall record under his signature at the end of entries in the Register of wages.
- s) Contractor to obtain license under CL (R&A) Act, 1970.

GENERAL TERMS AND CONDITIONS

BHEL shall have the privity of the contract with the contractor only and will give instructions to the contractor or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the Contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.

The contractor shall maintain regular contact with the designated employee (s) of BHEL and will interact on matters relating to the work awarded under this contract.

In case the contractor does not carry out the contractual/ statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the /anomaly within specified time (Unit to specify the time) failing which BHEL reserves the right to impose the specified penalty (units to specify the quantum of penalty in the contract) in the and/ or terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.

The decision of BHEL regarding interpretation of any terms and conditions set forth in the agreement shall be final and binding on the contractor.

Any matter arising out or in connection with the agreement shall be under jurisdiction of RAIPUR Court.

The contract will commence on 16.12.2020 date and will remain valid for a period of 1 year (s) till 15.12.2021 date. BHEL reserve the right to extend the contract further at the same rates & conditions for another one year

All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with provisions of the Arbitration and Conciliation Act 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the Unit. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Raipur in India. The award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Raipur Courts.

Towards Finance.

Contractor to arrange his own finance for carrying out the job including supply of tools, tackles and equipments to his employees , materials , payment of wages to his employees etc. Rates quoted shall be net and inclusive of all the capital cost, material cost, taxes and levies which might be applicable to this type of job.

(2)

Rights and obligation of BHEL.

- a) In case the contractor does not carry out the contractual/ statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the /anomaly within specified time (Unit to specify the time) failing which BHEL reserves the right to impose the specified penalty (units to specify the quantum of penalty in the contract) in the and/ or terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.
- b) Without prejudice to the aforesaid clause, BHEL reserves its right to terminate the contract without assigning any reason thereof by giving 30 days notice in writing to the contractor.
- c) The cancellation of contract may be either for whole or part of the contract at BHEL's option. In the event of termination of contract in whole or part BHEL may procure upon such terms and in such manner as deemed appropriate, supplies or services similar to those so terminated and the contractor shall be liable to BHEL for any excess costs for such similar supplies or services provided that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
- d) The decision of BHEL regarding interpretation of any terms and conditions set forth in the agreement shall be final and binding on the contractor.

Duration of the Contract

Duration of the contract will be for one year i.e. from 16.12.2020 to 15.12.2021. BHEL reserve the right to extend the contract on same rates, terms and conditions for another one year. (subject to revision in minimum wages as notified/issued by CG Govt periodically in regard to minimum wages).

Arbitration and Governing law

All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with provisions of the Arbitration and Conciliation Act 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the Unit. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be RAIPUR in India. The award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction.

Cont..3..

(3)

Security deposit:

The security deposit will be collected from the successful tenderer, the rate of security deposit will be as below:

Up to 10 lac: 5 % of contract value.

The security deposit will be collected before start of the work by the contractor.

Security deposit may be furnished in any one of the following forms:

1. Cash (as permissible under the income tax act)
2. Pay order, demand draft in favour of BHEL.
3. Local cheques of schedule bank, subject to realization.
4. Security available from post office such as National saving certificate, Kisanvikaspatras etc. (certificate should be held in the name of contract furnishing the security and duly pledged in favour of BHEL and discharged on the back)
5. Bank guarantee from scheduled banks/Public financial institutions as defined in the companies act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in other form of security. The bank guarantee format should have the approval of BHEL.
6. Fixed deposit receipt issued by schedule bank /public financial institutions as defined in the companies act. The FDR should be in the name of the contractor, A/c BHEL, duly discharged on the back.
7. Security deposit can also be recovered at the rate of 10% from the running bills, however in such cases at least 50% of the security deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.
8. EMD, if any, of the successful tenderer shall be converted and adjusted against security deposit.
9. The security deposit shall not be carry any interest.

NOTE:

Acceptance of security deposit against Sl. No. (4) and (6) above will be subject to hypothecation or endorsement on the documents in favour of BHEL, however BHEL will not be liable / responsible in any manner for the collection of interest or renewal of the documents or other matter connected therewith.

Security deposit shall not be refunded to the contractor except in accordance with the terms of contract.

Cont..4..

(4)

Two Part Bid: The Tender will be submitted in two parts.

Techno- Commercial Bid: Comprising of Commercial conditions & confirmation to accept all Terms & conditions. The Commercial bid will be sealed in one envelope separately.

In addition, the confirmation for the few salient features detailed in PART-A will also be enclosed in Techno-Commercial Bid.

PRICE BID : The Price Bid will be submitted strictly as per the format given in Schedule-1 enclosed in separate sealed envelope. Please note, in case, Price Bid is submitted in any other form the same will be rejected out rightly.

Both these envelopes will be superscripted as Techno-Commercial Bid & Price Bid.

Signature of the Parties.

The contract needs to be executed on proper stamp paper (stamp fees be ascertained as per the applicable rates in the Chhattisgarh State). It should be signed with seal of the firm/Company and witnessed.

Due Date of Submission of Tender:

The Tender will be accepted upto 15:00 HRS. on 11/12/20. The Commercial Bid will be opened at 15:30 HRS on 11/12/20 at ROD, BHEL Office at 8, South Avenue, Choubey colony, RAIPUR. The Tenderer will sign each & every page of Annexure A, B, C, D & Annexure-II of tender document as a token of the acceptance.

Please note that Price Bid will be opened only for the bidders, who are found qualified.
