

Bharat Heavy Electricals Limited



TENDER SPECIFICATION NO.

T-21

**TENDER FOR
PROVIDING SECURITY SERVICES FOR
WATCH & WARD OF BHEL ROD OFFICE
AT NARMADA ROAD JABALPUR (MP)**

LAST DATE OF SALE : 23.11.2019 14:00 Hrs

LAST DATE OF SUBMISSION : 23.11.2019 15:30 Hrs (Physically)

**DUE DATE OF OPENING
OF TECHNICAL BID : 23.11.2019 16:00 Hrs.**

Cost of Tender Document: `NIL

OFFICE Address:

**BHEL Regional Operations Division, 4 Arya Nagar Narmada Road
Jabalpur (M.P.)**

Email: rodjbp@bhel.in



BHARAT HEAVY ELECTRICALS LIMITED
[A Government of India Undertaking]
An ISO 9001-2008
company

Regional Operations Division

4-Arya Nagar |Narmada Road | Jabalpur |MP- 482001☎0761-2666036 Fax 0761-2666971 ✉ rodjbp@bhel.in

TENDER NOTICE

TENDER SPECIFICATION NO. T- 21 DATED
02.11.2019 FOR PROVIDING SECURITY SERVICES FOR
WATCH & WARD OF BHEL ROD OFFICE
AT JABALPUR (MP)

Sealed tenders are invited from reputed, Security Agencies having valid PSARA licence & EPF for providing Security Services for Watch & Ward of **BHEL ROD OFFICE** at **NARMADA ROAD Jabalpur**

2. **EMD REQUIREMENT:** The EMD is to be submitted alongwith offer by Bidder in the prescribed form stipulated in the relevant clause in the tender. **The Earnest amount required is Rs. 9,200/-.**

3. **QUALIFYING REQUIREMENT OF THE BIDDER:-**

3.1 The bidder should have experience for providing Security in reputed organization preferably in Govt. & Public Sector/Autonomous body for at least one year (Bidder is required to submit list of clients as above alongwith satisfactory performance certificate from such clients.).

3.2 **'PSARA' License :-** The firm/individual bidder should have valid "PSARA" License issued by Police Department, Govt. of MP in his own name/in the name of firm.

3.3 **EPF A/c Number:-** The firm/individual bidder should have an EPF A/c Number in his own name/in the name of firm issued by Regional Provident Fund Commissioner.

3.4 **Income Tax Returns & Pan Card:-** Copies of Income Tax Returns for last three Income Tax Assessment years [i.e. 2016-17, 2017-18 & 2018-19] and PAN card in the name of Firm/Contractor shall have to be submitted along with bid.

3.5 **GST Registration Certificate:-** The firm /individual bidder should possess a valid "GST Registration Certificate" in his own name/in the name of firm.

3.6 The bidder should also furnish the following documents

a. Income Tax Return for last 3 Income Tax Assessment year [i.e. 2016-17, 2017-18 & 2018-19]

b. EPF Registration Certificate.

c. 'PSARA' License issued by Police Department of MP Govt.

3.7 **Labour License :-** The firm/individual bidder should possess a valid Labour License issued by Labour Department, GoMP to engage labour in the business of manpower supply as per "Contract Labour (Regulation & Abolition) Act-1970".

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.

3.8 In case of individual bidder, he himself should possess the qualifications as above (3.1 to 3.7) will only be qualified for opening of price bid .

3.9 While deciding award of contract against this tender apart from the prices quoted and compliance to terms and condition of the tender specifications, BHEL will also take into account such factors as performance against earlier contracts in terms of quality of work done and adherence to prescribed time schedules. Offers of such bidders who have poor track record of performance in earlier contracts are liable to be rejected.

In any case, Performance Report of the Bidder should be satisfactory in respect of all earlier and running contracts.

3.10 It is essential that 'PSARA' License, GST Registration Certificate & EPF Registration should bear exactly the same name of the applicant as indicated by him in Schedule-I. The order shall be issued in the name of individual/Firm as per the name indicated in 'PSARA' License only. In case of any mis-match in the name printed on aforesaid 3 Nos. documents offer shall be rejected.

4. DOWNLOADING OF TENDER

4.1 Cost of the Tender Document is 'NIL'. The tender document is also available on BHEL's web site in a downloadable format. No fee for downloading of bid documents is required. Copy of tender documents can also be obtained from BHEL ROD JABALPUR office by providing relevant eligibility documents.

4.2 Other details can be seen in the complete tender documents available on our company webportal (i.e. <http://www.bhel.com>)

5. BID SUBMISSION

The EMD of respective amount in favour of BHEL ROD, Jabalpur in Envelope-1, along with Hard Copy of tender & supporting documents duly filled in ENVELOPE -2 & Price schedule in envelope-3, shall be submitted in the office of undersigned as per key date.

No offer will be accepted without valid Earnest Money Deposit, unless exempted by the Company. If on opening of tender, it is revealed that EMD amount is inadequate/ any other discrepancy is noticed, the tender shall be rejected.

10. The corrigendum or addendum to the bidding documents, if any as well as any change in due date(s) of opening of tender will be published on the website <http://www.bhel.com> but will not be published in newspapers. Hence participant bidders are advised to regularly visit the websites until the bid opening. The Company shall not be responsible in any way for any ignorance of the bidders about the corrigendum or addendum or change in the due date (s).

Last date for submission of physical documents {Envelope-1 (EMD in original), Envelope-2 (Qualifying requirement) & Envelope-3 (Price Bid)} is as per key dates. The date of opening of EMD & Techno-Commercial Bid shall be the date of opening of tender for all purposes.

6. KEY DATES:

SL. No.	Item	Start Date & Time	Expiry Date & Time
1	Date of Publication of Tender online	02.11.2019 14:00 Hrs.	
2	Downloading/ collection of Tender document	02.11.2019 14:00 Hrs.	23.11.2019 14.00 Hrs.
3	Tender/Bid submission (physically)		23.11.2019 15.30 Hrs.
5	EMD & Techno Commercial bid opening	23.11.2019 16.00 Hrs.	
6	Financial / Price Bid opening (for qualified tenderers only)	Shall be intimated.	

Note:-

- i. The tenderer has to quote their rates only in Schedule-4 and submitted as per key dates. The offer of the eligible tenderers for the respective item shall be opened as per key dates.
- ii. Last date for submission of physical documents in one copy will be as per key dates & time. The same shall be opened as per key dates at undersigned office address.
- iii. The tenderers have to submit original copy of EMD in form of DD/ Bankers Cheque in Envelope-I in physical form as per key dates.
- iv. The tenderers have to submit documents in Envelope-II & III as detailed in relevant Clause of Section-3.
- v. The date of opening of financial bid/ price offer may vary depending upon time taken in techno-commercial evaluation. The tenderers may please keep themselves updated of price offer opening date from the office.
- vi. In case the date of opening of the tender is declared a holiday, the tender will be received and opened on the subsequent working day at specified timing.

Deputy General Manager
BHEL ROD 4 Arya Nagar Narmada Road
Jabalpur(M.P.), 482001

Issued to : _____
Cost of Tender document : _____ Nil _____
Received vide BC./DD No. : _____ NA _____
Name of Bank : _____ NA _____

Signature & Seal of issuing officer -----

The undersigned hereby tender and offer (subject to Company's conditions of tendering) the Bharat Heavy Electricals Ltd. (herein after referred to as company) to test and supply the plant machinery and materials, delivery and execute and do the several works and things which are described or referred to in the enclosures and schedules to the specification No. **T-21** copies of which are annexed hereto and by which under the terms thereof are to be executed and done by the Contractor in a thoroughly good and workmen like manner and to perform and observe the provisions and agreements or the part of the Contract contained in or reasonably to be inferred from the said Tender document for the sums and at the rates set out in schedules annexed hereto.

It is confirmed that (i) General Terms and Conditions (ii) Special Terms and Conditions (iii) Questionnaire for Commercial Terms and Conditions (iv) All other Terms and Conditions wherever described in Tender Documents have been replied in full, giving clear details. It has been noted in case any reply is not given or any reply is incomplete/ ambiguous the Company will have the right to interpret to its best advantage. Company's decision in this regard will be final and binding. The bidders will have no right to furnish any technical or commercial clarifications after opening of the bid which may in anyway alter the offered prices.

Dated this _____

Signature, Name & Seal of Bidder

SECTION-1

SPECIFICATION & SCOPE OF WORK

SPECIFICATION & SCOPE OF WORK

Section-I

This specification covers the scope of works for providing security services for watch & ward of **BHEL ROD OFFICE at Jabalpur**. The details of work to be carried are as under:

- 1.1. The Security Services for watch & ward of **BHEL ROD OFFICE at Jabalpur** covered in the instant tender is to be provided for a period of **12 Months** from the date of agreement.
- 1.2. The Security Agency must provide at least 1 set of properly fitting Uniform (Grey shirt & Black pant) with Belt, Cap, shoes, name plate, identification card & Agency Mono displaying "Security" etc. to the Guards deployed under this contract.
- 1.3. The cane sticks, whistles, and torches to all security guards deployed will have to be provided by the Security Agency at their cost.
- 1.4. The administrative control over the workmanship of Agency will be DGM BHEL ROD, Jabalpur. They are empowered to take suitable action against the Agency.
- 1.5. The Security Agency shall submit the bill monthly to the concern office of DGM BHEL ROD, , Jabalpur who will transmit the same to the concerned Account section BHEL, Jabalpur after due verification for making the payment.
- 1.6. The Security Agency will have to provide copy of Police Verification Certificates for the persons in their respective names regarding their non-involvement in any police case /crime etc. while deploying security guards for security arrangement to the concern office of DGM BHEL ROD , Jabalpur to his satisfaction.
- 1.7. The Security Personnel provided by the Agency on hire basis will adhere to proper conduct and responsibility to ensure safety inside the office premises and should take due and reasonable care in protecting it from any outside miscreants.
- 1.8. The Security Agency shall follow the provisions of Rules and Regulations framed by the Govt. and applicable under this security contract.
- 1.9. On the occurrence of an accident which results in the death of any workman / employees of the contractor (Security Agency) or which is so serious that may result in the death of any workman, the contractor (Security Agency) shall within 24 hours of the happening of such accident, intimate in writing concerned of the BHEL and all concerned government departments/ agencies, the details of such accident. The contractor shall be deemed to have indemnified and served harmless to the BHEL against all actions, suits, claims, demands, expenses in connection with injuries suffered or death in respect of the person employed by the agency for this contract or losses/ expenses/ damages sustained by BHEL resulting directly or indirectly from his failure to give intimation to all concerned including the penalties or fines if any payable by the BHEL as a consequence of BHEL's failure to give notice under the Workmen's Compensation Act or otherwise to conform to the provision of said or related Acts in regard to such accident.
- 1.10. All costs, damages or expenses which the company may have paid under the contract, will be deducted by the BHEL from any money due or becoming due to the contract

or or may be recovered by the action under the law or otherwise recovered from the contractor as an arrears of the land revenue.

1.11. No any charges will be payable by the BHEL for any reason whatsoever to the contractor (Security Agency) for the stoppage of the work.

1.12. Strength of Guards:-

1.1. [a] Three (unskilled category) unarmed uniformed security guards will be deployed round the clock (1 no each in all the 3 shifts of 8 hours each) as per the directives of concern officer of BHEL ROD , Jabalpur. Every Security Guard is to be allowed weekly off, as such the Reliever is mandatory. The security agency shall be responsible for security of the office and other material kept in premises along with security of his own personnel. The security agency will have to engage guards through licensed security agency. The Security Guard should wear Uniform (Grey shirt

& Black pant) with Cap, shoes, name plate, identification card & mono displaying "Security". The contractor should also provide sticks to unarmed guards, 2 Nos. torches, whistles & 2 Raincoats for watch & ward purpose. Guards should be of minimum 10th pass, having age not below 18 years and not above 55 years and should be healthy, physically fit and well behaved. The scope of duties of guard involves patrolling of the premises round the clock, checking/ watching/ visitors, incoming /outgoing staff and vehicles for un- authorized entry/ exit of individuals and materials. A visitor's register has to be maintained by the guard as per format given by the In-Charge and will produce it to him on demand as and when required by the In- Charge. The guards will report to the concerned In-Charge regarding security issues of the office as and when required. The guards should be well behaved polite and should have clean habits and should not have any past criminal records. Persons engaged for the duty should be in concurrence with the concerned In-Charge of the office. The guards should not leave duty without handing over the charge to their reliever as per shift duty chart (got approved from (In-Charge) or in absence a suitable substitute deputed by the security agency. If on checking if any guard is found sleeping or non-vigilant on duty, then action will be taken against contractor. If any theft / malpractice is found to be occurred then total cost of theft, damage/loss to the company may be recovered from the contractor.

1.13. On absence of any guard, the agency will immediately arrange the substitute guard with due permission of the in-charge failure to engage suitable replacement a penalty as per relevant clause of this tender shall be imposed.

1.14. Agency will provide whistle to guards for alarm purpose.

1.15. The agency shall have to rotate the shift duty of unarmed guards weekly. Every deployed guard shall be entitled for 1 weekly off. (i.e. 1 day after every 6 days) mandatorily. Therefore, the contractor will have to arrange for reliever accordingly.

1.16. If the guard on duty is found having unauthorized or unlicensed arms and the action is taken by the concerned department related with arms /crime than the Agency shall be held responsible for all the liabilities.

1.17. If on checking, any guard is found sleeping or found absent from duty then action will be taken against the agency.

1.18. If any theft/ malpractice occurred in duty hours of guards due to absence, sleeping or negligence then the total cost of theft / damage may be recovered from the agency.

1.19. The responsibility for payment of minimum wages including variable DA & other benefits as declared by the Labour Commissioner / Govt./ District Authority from time to time, to security guards will be on the part of the security agency. Payment by the BHEL to the security agency shall be as per contract rate in which the labour cost (prevailing minimum wages and EPF, ESIC while, applicable on minimum wages) shall be variable on revision of it by Labour Commissioner from time to time. No extra wages on account of over time etc. shall be payable by BHEL.

1.20. The security agency shall make the regular payment of salary and wages to its personnel's engaged by the agency under the contract. A duplicate copy of salary sheet duly signed by each security guard along with requisite proof of payment of minimum wages (Bank account statement), EPF(challan/ECR), ESIC, bonus if applicable shall be submitted by the security agency. alongwith the bills every month to the office-in-charge of BHEL ROD, Jabalpur.

1.21. All the security guards have to be insured mandatorily under ESIC scheme if applicable to the area from **"Workmen Compensation Act", Pradhan Mantri Jeevan Jyoti Yojna & Pradhan Mantri Jeevan Suraksha Yojna etc.for accident cover etc. as per Govt. rules in force.** The agency will be fully responsible for the workmen engaged, injured or met with any type of accident during the course of contractual period or any extended period. In this connection all the claims raised by the affected person due to any minor or major injury or accident shall be fully paid by the contractor (Security Agency) whatsoever. BHEL shall not accept any liability in this regard.

1.22. All the financial and other liabilities **(i.e liability of payment of minimum wages, ESIC mandatory wherever applicable, EPF liabilities, insurance under Workman Compensation Act, Pradhan Mantri Jeevan Jyoti Yojna & Pradhan Mantri Jeevan Suraksha Yojna, bonus etc.)** of the security guards will be of Agency. BHEL will not be having any responsibility in case of mishandling, accident or death of any security guards.

1.23. The security guards employed by the agency may be used for security outside or inside the office.

1.24. The security guards should have Identity Card issued by the Security Agency.

SECTION-2

INSTRUCTIONS TO BIDDERS FOR BID SUBMISSION

SECTION-2**1. INSTRUCTIONS TO BIDDERS FOR BID SUBMISSION:**

1.1 Bidders are requested to submit their offer as per conditions of this bidding document. In case of any deviation from conditions as specified herein, the offer will not be accepted.

1.2 The bidders are required to submit all documents in one hard copy of their bids at BHEL ROD JABALPUR OFFICE address as per key dates. The instructions given below are meant to assist the bidder to prepare their bids in accordance with the requirements and submitting their bids.

2. ASSISTANCE TO BIDDERS

- i. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated below:

Contact Person:

Shri Sunil Patil (DGM), BHEL ROD JABALPUR
Mobile no. : 9425604926, Tel. : 0761-2665293

3. KEY DATES :

SL. N o.	Item	Start Date & Time	Expiry Date & Time
1	Date of Publication of Tender online	04.11.2019 14:00 Hrs.	
2	Downloading/collection of Tender document	02.11.2019 14:00 Hrs.	23.11.2019 14:00 Hrs.
3	Tender/Bid submission (physically)		Up to 23.11.2019 15.30 Hrs.
5	EMD & Techno Commercial bid opening	23.11.2019 16.00 Hrs.	
6	Financial / Price Bid opening (for qualified tenderers only)	Shall be intimated.	

Note:-

- i) The tenderer has to quote their rates only in Schedule-4 and submit as per key dates. The offer of the eligible tenderers for the respective item shall be opened as per key dates.
- ii) Last date for submission of physical documents in one copy will be as per online key dates & time. The same shall be opened (physically) as per key dates.
- iii) The tenderers have to submit original EMD in Envelope-I in physical form as per key dates.
- iv) The tenderers have to submit documents in Envelope-II & III as detailed in relevant Clause of tender.
- v) The date of opening of financial bid/ price offer may vary depending upon time taken in techno-commercial evaluation. The tenderers may please keep themselves updated of price offer opening date from the office.

4. SUBMISSION OF EARNEST MONEY DEPOSIT (EMD):

i. The EMD of respective amount as indicated against the tender, is to be submitted by bidder, only in the form of Bank Demand Draft/Banker's Cheque in favour of BHEL ROD, from scheduled bank. The DD shall be physically submitted in a sealed envelope-1 superscribing "EMD of ₹ ----

----- in the form of DD against Tender Specification No. **T-21** as applicable.

ii. No offer will be accepted without valid Earnest Money Deposit. The copy of the documentary evidence shall be physically submitted.

(a) Techno Commercial Bid:

- i. Bidders must positively submit their complete techno-commercial offer containing detailed material description, specification and all commercial terms and conditions. This document should not contain any price part.
- ii. Techno-commercial information in the form of questionnaire and schedules as indicated in relevant clause of Section –3.
- iii. Hard copies of above techno-commercial offer, questionnaire and schedules must be submitted in a separate sealed envelope-2 super-scribing "Techno-commercial bid for Tender Specification No. **T-21**".

(b) Price Offer:

Bidder shall have to submit the price offer as per Schedule-4 enclosed with this tender document.

(c) Opening of Tenders:

During the Techno Commercial offer opening, the EMD part of all the bidders will be opened first and after the verification of the EMD, the offers will be short listed for Techno-Commercial opening. Subject to fulfillment of conditions related to earnest money deposit, the techno-commercial offers shall be opened and after evaluation of the same, the decision will be taken for selection of offers for the purpose of opening of price offer.

(d) Change in date & time of opening of bids:

Bids shall be opened on the due date and time as notified in the presence of the bidder or their authorized representative who may be present. If the due date of opening / submission of tender document is declared a holiday by the Central/State Govt. or Local administration, it will automatically get shifted to the next working day, for which no prior intimation shall be given. The tender opening shall be continued on subsequent dates in case opening of all the bids is not completed on the date of opening.

In the event of any issue, the tender/bid data in question shall be liable for a due process of verification by the authorized officer of BHEL ROD., Jabalpur.

It may please be noted that the due date/time of opening can be altered, extended, if desired by the Company without assigning any reason. Bidders are hereby advised to get in touch with the office for any update until end of bidding process

(e) Hard Copies: -

- i. The bidders shall invariably furnish the original DD/ Banker cheque towards EMD, to the Tender Inviting Authority within the date and time specified in the tender, either personally or through courier or post and the receipt of the same within the stipulated date shall be the responsibility of the bidder. The department will not take any responsibility for any delay in receipt/ non-receipt of original DD towards EMD from the bidders before the stipulated time.

On receipt of documents, the department shall ensure the genuineness of the DD/Banker cheque towards EMD and all other Certificates/ Documents submitted by the bidder in sealed envelope in support of the qualification criteria before opening of Price offer.

- ii. If any bidder fails to submit the original hard copies of certificate / documents, DD/Banker cheque towards EMD within stipulated time , his offer shall not be considered for opening.

(f) The bidder has to keep track of any changes by viewing the addendum/corrigendum issued by the tender Inviting Authority on time-to- time. The department calling for tender shall not be responsible for any claims/problems arising out of this.

XXX

SECTION-3

GENERAL TERMS & CONDITIONS

Section-3**GENERAL TERMS AND CONDITIONS OF CONTRACT FOR PROVIDING SECURITY SERVICES FOR WATCH & WARD BHEL ROD OFFICE AT JABALPUR**

1.1. Tender complete with all prescribed particulars, all the Schedules including Schedule of Prices (i.e. Schedule 4) and Tender forms duly filled in, enclosed in sealed cover and addressed to the “Deputy General Manager, BHEL ROD JABALPUR(M.P), 482001 shall be delivered in this office on or before the due date and within specified timings as per the tender notice.

Envelope -1 : Earnest Money:

This should contain the following:

- i. Earnest Money in the prescribed financial instrument. [Original DD or Banker cheque].
- ii. **Schedule-I** (Details of Earnest Money).

Envelope -2 : Qualifying Requirement & other documents:

This should contain the following:

- i. A copy of valid “PSARA” Licence issued by Police Deptt. Govt. of M.P.
- ii. A copy of allotment of EPF/ESI Code No. issued by Regional Provident Fund Commissioner.
- iii. A copy of GST Registration certificate.
- iv. Copies of Income Tax Returns for last three Income Tax Assessment years [i.e. 2016-17, 2017-18 & 2018-19] and PAN card in the name of Firm's/Security agency/contractor.
- v. Valid License issued by Labour Department for supply of Labour/Manpower as per “Contract Labour (Regulation & Abolition) Act 1970” or an undertaking for submitting the same within 15 days after issue of Work Order.
- vi. Details of experience along with documentary proof of satisfactory completion of work (performance/ work completion certificate).
- vii. **Schedule-2** (Schedule of qualifying requirement).
- viii. **Schedule-3** (Schedule of Questionnaire)
- ix. Any other related information which bidder desires to furnish.
- X. Dully signed tender form.

Envelope -3 : Price Bid:

The format of Schedule of Prices [Schedule-4] given in the tender documents is to be submitted in separate envelope-3 called price bid. While submitting the tender the bidder should note that the format of Schedule of Prices (Schedule-4) given in the tender is not to be amended and prices are to be filled without changing the format. No other format other than that is given in the tender document is to be used for submission of Price Bid or any claim. Any changes in the format of tender form & schedules are not acceptable otherwise; the tender will be liable for rejection.

Envelope -4 : Outer Envelope

Above mentioned 3 No. Envelopes [envelope-1,2 & 3] shall be kept in outer envelope-4 shall bear the following identification.

" TenderSpecification No. T-21 for Providing Security Services for watch & ward of BHEL ROD office at Jabalpur due on..... (due date of opening).

The words "DO NOT OPEN BEFORE " (date of Bid opening) should also appear on it.

"Further the Bidder is also required to indicate on the outer envelope following details":

"Tender Specification No. T-21 for Providing Security Services for Watch & Ward of BHEL ROD office at Jabalpur . Due Date:

2. EARNEST MONEY

2.1. The Bidder shall deposit the Earnest Money amount of Rs. 9,200.00

2.2. The required earnest money [DD/ Banker cheque] in the proper form should be deposited by the bidders."Earnest money" along with tender specification No. and due date. The amount of earnest money required to be deposited is Rs. 9,200/-. The details of earnest money shall be indicated in Schedule-1 and be kept in the same Envelope-1 of earnest money (Part-I).

2.3.1 The EMD is to be submitted by Bank Draft/Banker's cheque payable at Jabalpur which shall be drawn in favour of BHEL ROD, Jabalpur.

2.3.2 No offer will be accepted without Earnest Money Deposit. If on opening of tender, it is revealed that EMD amount is inadequate or any other discrepancy is noticed ,the tender shall be rejected and returned to the bidder."

2.4 It may please be noted that in no case whatsoever the condition of submitting the earnest money, will be waived or relaxed.

2.5 Techno-commercial Bid envelope-II & Financial Bid envelope-III will not be opened if on opening of the earnest money envelope-I, it is revealed that the same is not furnished in proper form and in such cases, the bid will be returned un-opened.

2.6 In case of non-receipt or delay in receipt of earnest money due to any reason or if the bidder fails to super-scribe on the envelope containing the tender, the details of earnest money deposited by him, the Company shall not accept any responsibility and the offer received shall be rejected.

2.7 If the bidder obtains the earnest money, bank draft etc. prior to the due date but submits the same after the specified time, his tender will not be eligible for consideration even if the earnest money, bank draft etc. has been delayed in post. Furnishing of bank draft number & date will not be considered adequate. It will therefore be observed that both earnest money as-well-as tender should be submitted before the specified time, otherwise tender will not be considered.

2.8 The offer shall be valid for a period of **Ninety Days** from the date of opening of price bids. The Company reserves the rights to forfeit the earnest money in case the tender is withdrawn after the opening date or in the event of refusal to accept the order placed by the Company within the validity period. The earnest money deposit (EMD) will be refunded to the unsuccessful bidders.

3 QUALIFYING REQUIREMENT OF THE BIDDER: -

3.1 'PSARA' License -The firm/individual bidder should have 'PSARA' License issued by Police Department, Govt. of MP in his own name/in the name of firm.

3.2 EPF A/c Number - The firm/individual bidder should have an EPF A/c Number in his own name/in the name of firm issued by Regional Provident Fund Commissioner.

3.3 GST Registration Certificate - The firm/individual bidder should possess a valid "GST Registration Certificate" in his own name/in the name of firm.

3.4 Income Tax Returns & PAN card - Copies of Income Tax Returns for last three Income Tax Assessment years[i.e. 2016-17, 2017-18 & 2018-19]and PAN card in the name of Firm/Contractor shall have to be submitted alongwith bid.

3.5 Labour License - The firm/individual bidder should possess a valid Labour License issued by Labour Department, GoMP to engage labour in the business of man power supply as per "Contract Labour (Regulation & Abolition) Act- 1970". 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.

3.6 It is essential that PSARA License, GST Registration Certificate & EPF Registration should bear exactly the same name of the applicant as indicated by him in Schedule-I. The order shall be issued in the name of individual/ Firm as per the name indicated in PSARA License only. In case of any miss- match in the name printed on aforesaid 3 No. documents offer shall be rejected.

The bidder should have experience for providing Security in reputed organization preferably in Govt. & Public Sector/ Autonomous body for at least one year. (Bidder is required to submit list of clients as above along with satisfactory performance certificate from such clients).

3.7 The tender of such bidders who are not found to fulfill aforementioned qualifying requirement shall not be considered for price bid opening and evaluation of tender.

4 TENDER PROCEDURE: -

4.1 The offers shall be submitted in following three separate envelopes. These three envelopes shall further be placed in a separate cover. The offer shall be opened in following manner: -

Part - I Earnest Money (Envelope-1):_____

It shall contain EMD, **Schedule-1**. It shall invariably include related information on EMD as desired in the specification.

Part - II

(i) Qualifying Requirements (Envelope-2):_____

This part shall comprise all the documents relating to qualifying requirements, duly signed tender form and **Schedule-2, Schedule-3**. It shall invariably include related information as desired in the specification.

Part - III Price Bid (Envelope-3):_____

This part shall comprise of the "Schedule of Rate" as per **Schedule-4** and any other relevant information that the bidder may deem fit and may affect the financial commitment.

4.2 The Part-I & II of the tender shall be opened on due date as indicated in the tender notice in the chronological order. If Part-I "Earnest Money" is found in order (adequate & in proper form), Part-II "Qualifying Requirements" and "Technical & Commercial conditions" of the tender shall be opened. The Part-III "Price Bid" of such of the Bidders as found technically acceptable and who accept all our commercial terms & conditions as per tender, shall be opened on the date & time which shall be intimated to all the participants separately. Price bid of the Bidders who do not qualify minimum qualifying requirements as per terms & conditions of specification shall not be opened. The discretion in this respect shall entirely be with the Company (BHEL) and binding on all the bidders.

4.3 In case the date of opening of the tender is declared a holiday, the tender will be received and opened on the subsequent working day at the specified timings.

4.4 The bidder or his authorized representative (**having documentary evidence for such representation**) should be present at the time of opening of the bids, if they desire so. The proprietor or representative must carry proper ID cards and authorization letter (as the case may be) with their signature attested by authorized signatory of the firm/bidder.

4.5 Corrections/ changes made in the offer (bid) by the bidder shall bear the signature of the person signing the tender.

5 MODIFICATION & WITHDRAWAL OF BIDS:

5.1 Under no circumstances, the bidders are allowed to modify their prices once their price offer is submitted. Further, no discount letter would be accepted after submission of price offer.

5.2 No bid may be withdrawn in the intervening period between the dead line for submission of bids and the expiry period of bid validity specified. Withdrawal of bid during this period shall result in the forfeiture of bidder's Earnest Money besides the other punitive action as deemed fit.

6 RATES:

6.1 In “**Schedule of Prices**” **Schedule-4**, Part-A, the Labour cost {Min. wages, EPF, ESIC, bonus (if applicable) on wages at prevailing rates} for various categories involved for complete scope of work have been indicated. The Labour charges indicated in **Part-A** of **Schedule-4** are based on minimum wages declared by Labour Commissioner GoMP as on dtd. **01.10.2019** for various categories. The cost mentioned in this part shall be revised on revision of the minimum wages by Labour Department Govt. of MP from time to time.

6.2 Schedule-4 given along with the tender document may please be perused. The bidders are required to quote their rates of service charges [Part-B] in percent in appropriate place in the Price bid (Schedule-4) attached with tender. Service Charges to be quoted by the Bidder as percentage [in excess] of the total labour cost [Part-A].

6.3 GST as applicable will also be paid extra in addition of above charges i.e. Labour cost [Part-A] & quoted service charges [Part-B].

6.4 The percentage to be quoted by the bidder should be up to one decimal digit. Any other digit will not be considered. The amount quoted by the bidder being a percentage of labour cost will also vary in accordance with variation in minimum labour cost during the currency of the contract.

6.5 Your quoted Service Charges should be sufficient to include all the expenditures other than labour cost viz. insurance under **Workman's Compensation Act, Pradhan Mantri Jeevan Jyoti Yojna & Pradhan Mantri Jeevan Suraksha Yojna etc.**, various incidentals, overheads, administrative and supervision charges/ expenses etc. involved in the bidding and execution of the work as per scope of the tender, obtaining Insurance of employees, for obtaining all required licenses/ permissions/ registration from appropriate Govt for executing the contract and charges and also the profit of the contractor. The total sum of Part-A (Labour cost, variable) and Part-B (Service Charges, variable) of Schedule-4 shall be payable to the L-1 bidder after successful award of contract. For obtaining the payment of total labour cost indicated in Part-A of the Schedule of Prices, the successful bidder shall have to submit proofs/ evidences regarding the payment made by him for the items covered in the Part-A of Schedule of Prices (viz. payment of monthly minimum wages, EPF & ESIC, Bonus wherever applicable). Compliance of ESIC rule is mandatory if applicable to the area. After revision of the minimum wages the labour cost and Service Charges shall be revised accordingly on the basis of revised minimum wages and as per calculation.

7 DATE OF RECEIPT & OPENING OF TENDER:

7.1 Tender along with earnest money comprising Envelope-I, II and III kept in big envelope super-scribed with tender number & details in all envelopes etc. shall reach to the O/o DGM, BHEL ROD, Jabalpur on or before schedule date & time.

7.2 It is the responsibility of the bidders to ensure that the tender complete in all respect along with the earnest money are delivered in the above office before the specified time. Any bid received after the due date of submission prescribed in Tender-Notice due to any reason whatsoever including postal delay shall be rejected and returned unopened to the Bidder.

7.3 Envelope- I &II of the tender shall be opened in the O/o DGM BHEL ROD Jabalpur on schedule date & time

7.4 The Part-III "Price Bid" of such of the Bidders as found technically acceptable and who accept all our commercial terms & conditions as per tender, shall be opened on a date & time which shall be intimated to all the participants separately.

8 EVALUATION:

8.1 The evaluation of lowest bidder will be done on the basis of the total sum of Part-A (Labour cost, variable) and Part-B (Service Charges, variable) of Schedule-4 with applicable GST.

8.2 In case of arithmetic errors if any, committed by the bidders in their price bids (Schedule-4), the BHEL reserves the right to correct it in following manner: However, quotes % rate will not be changed in any case.

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8.3 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.

9 SUB-LETTING OF CONTRACT:

The work under the contract may not be sublet. The contractor shall not assign or sublet his contract or any part thereof to other agency unless specified.

10 NEGLIGENCE:

If the contractor shall neglect to execute the work with due diligence and expedition or shall refuse or neglect to comply with any reasonable orders given to him in writing by the Engineer in connection with the work or shall contravene the provisions of the contract, the Company may give ten days' notice in writing to improve the performance. Should the contractor fail to comply with the notice within a reasonable time from the date of service thereof in the case of a failure, neglect or contravention capable of being made good within that time or otherwise within such time as may be reasonably necessary for making it good; then in such case the Company shall be at liberty to employ other workmen and forthwith perform such work as the contractor may have neglected-to or if the Company finds it appropriate, it shall be lawful for him to take the work wholly or in part, out of contractor's hands and re-contract at a reasonable price with any other persons for the purpose of completing the work or any part thereof and in that event the Company shall without being responsible to the contractor shall be entitled to retain the balance which may be otherwise due on the contract by him to the contractor or such part thereof as may be necessary, to the payment of the cost of executing such work as aforesaid.

In case work is not performed by the contractor to the satisfaction of in-Charge, the contract may be terminated & may take action pursuant to the Section of this Tender Document (which-ever is applicable).

11 DEATH OR BANKRUPTCY OF CONTRACTOR-

In case, the contractor dies or commits any act of bankruptcy or being a corporation, commerce to be wound-up for reconstruction purposes or carry on its business under a receiver, the executors, successors or representatives in law of the estate of the contractor any such receiver, liquidator or any person in whom the contract may become vested, shall forthwith give notice thereof in writing to the Company and shall for one month (during which he shall take all responsible steps to prevent a stoppage of the works), have the option of carrying out the contract subject to his or their providing such guarantee as may be required by the Company but not exceeding the value of the work for the time being remaining unexecuted. In the event of stoppage of the works provided that should the above option not been exercised, the contract may be terminated by the Company by notice in writing to the contractor and the power and provisions reserved to the Company on the taking over of the work out of the contractor's hands shall immediately become operative.

12 INSPECTION:

The Company authorized representatives shall have at all reasonable times access to the works and shall have the power at all reasonable times, to inspect and examine the performance and workmanship of the work during execution.

The Company authorized representatives shall on giving ten days' notice in writing to the contractor setting out any grounds of objection which he may have in respect of the work or workmanship connected with such work, which in his opinion are not in accordance with the contract.

13 WORK-IN-CHARGE's DECISION:

In respect of all matters which are let to the decision of the Work-in-Charge including the granting of or with-holding of certificates, the Work-in-Charge shall, if required so to do by the contractor, give in writing decision thereon and his reasons for such decision. All decisions of the Work-in-Charge shall be subject to the right of arbitration reserved by these general conditions.

14 CONTRACTOR'S REPRESENTATIVE AND WORKMEN:

The contractor may employ his competent representative(s) {Supervisor}, whose name(s) shall have previously been communicated in writing to the In-Charge by the contractor, to supervise and carrying out the work. Any written order or instructions which the In-Charge or his duly authorized representative whose name shall have been previously communicated in writing to the contractor, may give to the said representative of the contractor shall be deemed to have been given to the contractor.

The In-Charge shall be at liberty to object to any representative or person employed by the contractor in the execution of or otherwise about the works who shall misconduct himself or be incompetent or negligent and the contractor shall remove the person so objected upon receipt from the Engineer-in-Charge of notice in writing required him so to do and shall provide in his place a competent representative at the contractor's expense.

15 LIABILITY FOR ACCIDENTS AND DAMAGES:

The contractor shall be entirely responsible for all loss, damage caused due to their negligence during the contractual period, including extension period (if, any).

The contractor shall, during the execution of the work, properly protect the premise from all damages which also include theft and shall take every reasonable, proper, timely, and useful precaution against accident or injury to the same from any cause and shall be and remain answerable and liable for all accidents or injuries thereto. The accidents and injuries/ damages occasioned by the acts or omission of the contractor or his workmen and all losses and damages to the premise arising from such accidents and injuries as aforesaid shall be made good in the most complete and substantial manner by and at the sole cost of the contractor and to the reasonable satisfaction of the In-Charge. The contractor shall also be liable to indemnify the Company in respect of all damage or injury to any person or to any property of the Company or of others occasioned by the negligence of the contractor or workmen or by defective work but not otherwise. The contractor shall not be liable under the contract for any loss or profit or loss of contract or any claims made against the Company not already provided for in the contract, nor for any damage or injury caused by or arising from the acts of the Company or due to circumstances over which the contractor has no control, nor shall his total liability for loss, damage or injury exceed the total value of the contract.

The contractor shall be have to save harmless the Company against all actions, suits, claims, demands, cost or expenses arising in connection with injuries suffered after taking over the Substation/work by persons employed by the contractor on the works whether under the General Law or under the Workmen's Compensation Act, 1923 or any other statute in force at the date of the contract dealing with the question of the liability of employers for injuries suffered by employees and take steps properly to insure against any claim there under.

On the occurrence of an accident which results in the death of any of the workmen employed by the contractor or which is so serious as to be likely to result in the death of any such workmen, the contractor shall within 24 hours of the happening of such accident intimate in writing to the concerned Engineer of the Company the fact of such accident. The contractor shall indemnify the Company against all loss or damage sustained by the Company resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines if, any; payable by the Company as a consequence of Company's failure to give notice under the Workmen's Compensation Act or otherwise to confirm to the provisions of the said Act in regard to such accident.

In the event of any claim being made or action brought against the Company involving the contractor and arising out of the matters referred-to and in respect of which the contractor is liable, under this clause; the contractor shall be immediately notified thereof and he shall, with the assistance of the Company (if he requires so), at the sole expense of the contractor, conduct all negotiations for the sole settlement of the same or of any litigation that may arise there from. In such case the Company shall at the expense of the contractor, avail all available assistance for any such purpose.

It may please be noted that the deployed employee shall not be allowed to do any work other than stipulated in the tender. In case if the employee met an accident while carrying out unauthorized work, the responsibility for same shall lie on the contractor. In case of any such accident, the contractor shall be liable to compensate the deceased or his family for Rs. 5 Lakhs in case of bodily injury resulting in disability [subject to change time to time as per relevant rules] or Rs. 10 Lakhs in case of death of the employee [subject to change time to time as per relevant rules]

16 DEDUCTIONS FROM CONTRACT PRICE:

All costs, damages or expenses which the Company may have paid for which under the contract the contractor is liable may be deducted by the Company from any money due or becoming due by him to the contractor under the contract or may be recovered by action as per law or otherwise from the contractor as an arrear of land revenue.

17 CERTIFICATE OF IN-CHARGE:

Every application to the IN-CHARGE for a certificate must be accompanied by a detailed invoice (in duplicate) setting forth in the order of the schedule of prices, particulars of the work executed and the certificate as to such work is reasonable in the opinion of the In-charge in accordance with the contract, shall be issued within seven days if possible or within such time of the application for the same as is reasonably necessary for communication.

18 RESPONSIBILITY OF CONTRACTOR (SECURITY AGENCY):

The contractor shall be responsible for carrying out watch & ward work covered under the scope of the contract according to the specifications/ order. Deviations, if any, from the approved/ specified conditions shall be brought to the notice of the DGM BHEL ROD, Jabalpur his decision shall be final and communicated to the contractor.

19 REGULATIONS OF LOCAL AUTHORITIES:

The Contractor shall through-out the continuance of the contract and in respect of all matters arising in the performance thereof comply all notices issued by Company (BHEL) & other Govt. authorities/ entity and obtain consents, approvals and permissions required in connection with the regulations and bye-laws of the local or other authority which shall be applicable to the works.

All works shall be executed in accordance with the all Govt. Rules, and subsequent statutory modifications thereof, wherever they are applicable, unless otherwise agreed- to in writing by the BHEL. The contractor shall possess or obtain a valid working license from the concerned Authority/ Inspectors for carrying out the Operation and Maintenance (including Watch & Ward) work in the region before commencing the work.

20 ABANDONMENT OF CONTRACT:

Abandonment of responsibilities accepted by the contractor under this contract without prior notice is strictly prohibited. If, for what-so-ever reasons, contractor wishes to discontinue the Watch & Ward work given to him, he must give a 30 (Thirty) days' notice to the In-Charge conveying his intention. In-Charge within 21 (Twenty-One) days of receipt of such notice shall inform the contractor of acceptance or otherwise of his notice. Only after receipt of acceptance letter (concurrence) from In-Charge to allow discontinuance of the work, the contractor shall discontinue the work. Otherwise, the same act of discontinuance shall be treated as without permission. In any of the cases (whether contractor is allowed to discontinue the work or not allowed to be discontinued). BHEL has right to invoke any of the options mentioned under Clause-21 (Termination of contract).

21 TERMINATION OF CONTRACT:

[i] In the event of breach of any of the terms of the order **or in the event of default in any other running contract of BHEL** by the contractor, the BHEL reserves the right to:-

- a. Cancel the contract without any liability on BHEL's side by giving 10 days' notice to the contractor.
- b. Forfeit the security deposit i.e. 10% of the value of contract.
- c. Recover Penalty equal to one-month charge.
- d. BHEL will reserve the right to complete the balance unexecuted portion of the contract through some other agency or departmentally at the cost and risk of the contractor.
- e. In the event of termination contract on the basis of un- satisfactory performance or any other reason, firm may also be debarred for appropriate period from the future business in the BHEL. The termination of the contract may precede or follow the debarment of the firm. However, in interest of BHEL if the work is required to be continued, contract may not be terminated.

[ii] Notwithstanding above, the Company will have right to terminate the Contract without assigning any reasons to the Contractor by giving 15days notice without any liability on BHEL's side.

22 ARBITRATION:

If at any time any question, dispute or difference what-so-ever shall arise between the purchaser/ Company the engineer and the contractor upon or in relation to, or in connection with the contract, either party may forthwith give to the other notice in writing of the existence of such question, dispute or difference and the same shall be referred to the adjudication to the Deputy Genral Manager, BHEL ROD, Jabalpur or to any other person nominated by him on his behalf and his decision in writing shall be final and binding on the contractor / Engineer and conclusive. This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration Act, 1940 or any statutory modification thereof. Upon every or any such reference, the cost of an incidental to the reference and award respectively shall be in the discretion of the Arbitrator who may determine the amount thereof, or direct the same to be taxed as between solicitor and client or as between party and shall direct by whom and in what manner the same shall be borne and paid.

Work under the contract shall be continued by the contractor during the arbitration proceedings unless otherwise directed in writing by the purchaser or the engineer or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. In case of any dispute the law applicable shall be the law in force in India.

23 PAYMENT:-

100% payment shall be made generally within 30 days of receipt of monthly bill complete in all respect, in triplicate from the contractor duly verified/certified by In-Charge, after completion of work. Please note that no interest charges shall be admissible on account of delayed payment, if any.

The contractor shall submit the bill on monthly basis in triplicate to the concerned company representative for arranging payment. The payment shall be made by BHEL ROD, Jabalpur

24 TAXES & DUTIES:

24.1 The deduction of income tax as per statutory requirement of this contract shall be made from monthly bills.

24.2 The payment/ deduction of various taxes duties shall be made as per prevailing rules and statutory requirement of this contract as given hereunder:

[a] As per prevailing rule 100% GST at prevailing rates shall be payable by BHEL to the contractor if the GST is claimed in the Invoice/ Bill submitted by the contractor exactly in the format of BHEL with GST number. The responsibility of timely payment of GST shall lie on the contractor. In case of any changes in relevant GST rules & rates the same shall be payable within contractual obligation period at prevailing rate and as per rule.

The deduction of income tax as per statutory requirement of this contract shall be made at the rate/ as per prevailing rule from bills to be submitted by the firm.

25 DISPUTES:-

a) Manpower engaged by the contractor shall **NOT** have any legal right for engaging them in regular establishment of BHEL during the contract or on expiry of contract. Further, such Security Personnel engaged by the contractor shall also have no right for counting of their services for any purpose, rendered by them against specific contract.

b) Any disputes or differences arising out of this agreement shall be decided by Courts situated at Jabalpur. No suit or other legal proceedings shall be instituted elsewhere.

26 PERFORMANCE:-

The Officer-in-Charge will issue a notice to the Contractor specifying the various areas wherein performance of the Contractor has been found to be unsatisfactory and the Contractor will have to ensure that explanation to the notice is furnished within one week of receipt of the same along with supporting documents to substantiate his explanation. In case explanation is not found to be tenable, then, after issue of first notice and receipt of explanation, 25% of the total Monthly charges for that particular month will be deducted as penalty.

Even after first instance of irregularity if one more instance is noticed by the Officer In-Charge, he will again issue a notice to the Contractor indicating areas, where performance of the Contractor has not been found to be satisfactory and in this case also the Contractor will have to furnish his explanation along with supporting documents within one week's time. In case explanation furnished by the Contractor is not found to be tenable, then he will be liable for imposition of 2nd penalty to the extent of deduction of 50% of his total Monthly charges. In case of 2nd warning, BHEL, on receipt of explanation from the Contractor reserves the right to get the reasons for non-performance as also reasons furnished by the Contractor, examined by a Committee of two Officers. **DGM BHEL ROD, Jabalpur shall initiate the proposal to form a Committee.**

After second warning while 50% of total Monthly charges shall be deducted, it may be noted explicitly that in case a third instance of non-performance comes to the notice of the management, MPPTCL reserves the right to terminate the contract.

27 RIGHT TO REJECT OFFERS:

Company reserves the right to reject any or all the bids received, without assigning any reasons what-so-ever and in the best interest of the organization Company, reserves the right to award the contract as it deems fit.

28 CONTRACT AGREEMENT, SECURITY DEPOSIT:

28.1 A formal agreement shall be entered on non-judicial stamp paper (Stamp Duty as per prevailing State Govt. Rules & rates) between the contractor and B.H.E.L. within **5 days from the date of order** for the due performance and observance of the terms and conditions of the contract for the entire contractual period.

28.2 As indicated above the successful bidder shall have to immediately take over the assigned work, after executing formal agreement or as per instructions given by Officer-in-Charge. Please note that if the assigned work is not taken over by the successful bidder then it will be treated as serious violation of the instructions and therefore such bidders shall not be considered eligible for participation in future tenders.

28.3 The successful bidders will be required to furnish security deposit @ 5% of value of contract. **in the form of “Demand Draft or Banker’s Cheque** drawn in favour of BHEL ROD JABALPUR **within 5 days from the date of order** (i.e. at the time of completion of contractual formalities). The security deposit shall be returned to the successful bidder only after expiry of contractual period on faithful performance of the terms/condition of the order, and if there is no claim for recovery against the contractor. No interest will be payable on the security deposit.

28.4 The Earnest money amount of successful contractor deposited along with tender shall be released after confirmation of completion of contractual formalities. No interest will be payable on the Earnest Money deposit.

28.5 If successful bidder fails to enter into formal agreement and fails to deposit required security deposit within stipulated period, the company shall have the option to cancel contract and forfeit the earnest money deposit and may take action to debar the bidder from the future business in BHEL.

29 COMMENCEMENT, CONTRACTUAL PERIOD & EXTENSION ORDER:

29.1 The initial contractual period of contract will be Twelve Months w.e.f. the date of agreement the successful bidder after completing all contractual formalities as mentioned above. However, the contract may be liable for termination any time prematurely.

29.2 If the performance of the successful bidder is found satisfactory then extension orders may be issued for maximum up to another 12 months on the same, terms & conditions. The acceptance of extension is mandatory on the part of a bidder for him to be eligible in this tender, therefore no deviation [non-acceptance of extension] shall be considered, and the bid with such deviation shall be rejected.

30 INSURANCE:

30.1 The contractor shall, at all times during the tenure of this contract at his own expense, shall arrange insurance of the employees engaged by him from any of IRDA approved General Insurance Companies against, all liabilities under the Workman’s Compensation Act in case of death or bodily injury, payable to any worker and damage to property of the third persons. In addition the contractor shall ensure his employees for additional Insurance under “**Pradhan Mantri Jeevan Suraksha Yojna**” & “**Pradhan Mantri Jeevan Jyoti Yojna**”. Apart from this, insurance under ESIC is also mandatory if applicable to the area.

30.2 During the continuance of this contract, the contractor shall pay all premium and sums of money necessary for keeping this policy on foot and deliver to the company the receipt of such payment within seven days after the same shall have become due.

31 IMPLEMENTATION OF EMPLOYEE’S PROVIDENT FUND AND MISCELLANEOUS PROVISION ACT 1952 -

The provisions on Employees Provident Fund & Miscellaneous Provisions Act- 1952 are applicable in respect of employees engaged by the contractor. The following instructions are to be followed for statutory compliance of proper implementation of the EPF Act :-

31.1 Every employee shall have to be enrolled for the membership of Employees, Provident Fund in accordance of the provisions of "Employee Provident Fund" and Misc. Provision Act. 1952 with all the amendments as may be enacted by the Provident Fund Commissioner from time to time. It is mandatory for the contractor to get allotted unique ID & passwords to each employees engaged by him on the work as per recent guidelines of EPF organization in this regard.

31.2 The contractor shall be responsible for deduction towards E.P.F. contribution from workers and remittance to E.P.F. authorities together with an equal amount contributed by him and its deposition with the concerned authority along with his share. The prescribed yearly format duly verified/ accepted by EPF authority shall be submitted to the In-Charge for confirmation of deposit of EPF share of individual labour engaged by the contractor with concerned authority. Otherwise the security deposit will not be released.

31.3 The contractor shall be responsible for payment of wages to each worker employed by him/her as a contract labour in accordance with the provisions of the law. The payment of minimum wages to the staff employed by the contractor shall be made by him on monthly basis till first week of next month for preceding month positively, failing which the same shall be taken for evaluation of performance.

32 SUBMISSION OF DOCUMENTS ALONGWITH BILLS BY THE CONTRACTOR (SECURITY AGENCY):

32.1 The contractor shall submit bills on monthly basis timely i.e.in first week of following month positively. It is mandatory on the part of contractor to furnish the following documents to the concerned officer BHEL ROD, Jabalpur along with his first bill, who will verify the same and pass the same for payment:

32.1.1 List of employees (giving name and qualification) engaged by the contractor.

32.1.2 Attendance sheet of staff on duty during the month, verified by authorized representative of BHEL.

32.1.3 A copy of insurance policy covering all liabilities under the Workman's Compensation Act and if applicable ESIC payment and registration in ESIC showing the name of each employee.

32.2 With first bill, the contractor is not required to submit any proofs/documents other than mentioned above, while for subsequent bills following documents in addition to proofs/ documents mentioned above (if felt necessary by BHEL) would be required mandatorily.

32.2.1 Details of payment including bonus made to the staff and Proof (copy of Bank Account Statement of each employee) showing receipt of payment at the prevailing minimum wages for preceding month. In case, it is found that any part of labour cost including bonus (as per part-A of schedule-4) is not being paid to the staff, that amount will be deducted from the bill submitted by the contractor (security agency).

32.2.2 Documentary evidence of remittance of employees and self EPF contribution to EPF authority on monthly basis. The contractor shall submit photocopy of the Bank challan if deposited through bank (showing payment of EPF for preceding months in respect of all the employees made by him to EPF authorities as per. EPF Act) with monthly bill. However, original challan shall be submitted to concern Executive for verification.

The concerned Executive shall verify photocopy with original and put a Mark as verified on the original challan accordingly along with signature/seal and return the same to the contractor. In addition to this, copy of ECR showing payment of EPF contribution for previous month may also be submitted to the office along with the bill.

32.3 The last and final bill should accompany all the proofs/ documents as indicated above. The contractor will have to make the payment to staff on prevailing minimum wages while the bills shall be passed on the basis of order rates however, he may claim the difference subsequently after revision of the order.

33 PENALTY

33.1 In case of absence of any deployed employee, the contractor shall make arrangement of equivalent substitute for such absence period with concurrence of concerned Executive of BHEL ROD, Jabalpur. In case of failure to arrange suitable substitute, a penalty @ Rs. 200/- [with GST extra] per shift per employee shall be imposed in addition to deduction of minimum wages for such period. If any employee is not found suitable for the work, the contractor will have to replace the employee with suitable one, agreeable to concerned Executive BHEL ROD, Jabalpur. In case of failure to depute suitable replacement, the work may not be carried out through such unsuitable employee and penalty/deduction shall be imposed/affected as discussed earlier.

33.2 In case premise is found unattended (i.e. none of the security staff of the agency is present), then 20% of a monthly charge shall be recovered [with GST extra] as penalty for each such instance and after 3 such instances contract may be terminated and security deposit shall be forfeited.

33.3 It may please be noted that the deployed employee shall not be allowed to do any work other than stipulated in the tender. In case, in unfortunate event if the employee meets an accident while carrying out unauthorized work, the responsibility for same shall lie on the contractor. In case of any such accident, the contractor shall be liable to compensate the deceased or his family for Rs.5 Lakhs in case of bodily injury resulting in disability [subject to change time to time as per relevant rules] or Rs. 10 Lakhs in case of death of the employee [subject to change time to time as per relevant rules]

34 DUTY HOURS & WEEKLY OFF:

The hours of work for the labourer/staff employed by the contractor shall be normally 8 hours. Each employee shall be allowed one weekly off as per "Shift Rota" therefore it is the responsibility of the contractor to arrange for reliever timely.

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SECTION-4

SPECIAL TERMS & CONDITIONS

Section-4

SPECIALTERMS ANDCONDITIONS

1.1 The manpower to be engaged by the contractor for Providing Security Services for Watch & Ward of BHEL ROD at Jabalpur to be personally introduced to the DGM, to know his overall fitness and competence for the job and to verify documents. In case of any doubt in respect of the person, DGM may ask the contractor to arrange police verification report. The persons approved by the DGM will not be changed without permission of DGM i.e. the removal/ deployment of persons will be done with consent of the DGM. The authorization chart of staff engaged by the contractor for duty is to be displayed in the control room duly approved by DGM & signed by contractor & his staff.

The contractor will have to engage adequate number of qualified & experienced manpower as per tender specification for the work including Watch & Ward commensurate with the technical nature and quantum of work. If staff employed at any stage is not found qualified, approved & adequate and that the contractor has not taken due action to employ the required staff in-spite of notice given to him in writing by the DGM, the later shall have power to recover from any payment due to the contractor by way of penalty a sum equal to the estimated salary of the staff so less employed. The security staff shall wear uniform during duty hours compulsorily.

1.2 The hours of work for the security staff employed by the contractor shall confirm to the hours fixed as per Factory Act. Each employee shall be allowed one weekly off as per "Shift Rota" therefore it is the responsibility of the contractor to arrange for reliever timely The daily and weekly hours of work and over-time work will be regulated in accordance with the provisions of the Minimum Wages Act, 1948 or any other similar law in force as amended up to date.

1.3 Every employee shall have to be enrolled for the membership of Employees, Provident Fund in accordance of the provisions of "Employee Provident Fund" and Misc. Provision Act. 1952 with all the amendments as may be enacted by the Provident Fund Commissioner from time to time.

1.4 The contractor shall be responsible for deduction towards E.P.F. contribution from workers and remittance to E.P.F. authorities together with an equal amount contributed by him and its deposition with the concerned authority along with his share. The prescribed yearly format duly verified/ accepted by EPF authority shall be submitted to the in-Charge for confirmation of deposit of EPF share of individual labour engaged by the contractor with concerned authority. Otherwise the security deposit will not be released.

1.5 The contractor shall be responsible for payment of wages to each worker employed by him as contract labour, in accordance with the provisions of the law.

1.6 The payment of minimum wages at prevailing rates has to be ensured by contractor through **Account Payee Cheque/ DD or by credit to worker's Bank Account by ECS only**. In any of the aforementioned cases where payment is credited to worker's bank account, necessary evidence (Statement of Account of the employee) shall be submitted by the contractor. **Cash payment is not permitted**. In case of default, action as per Law may be taken against the contractor.

1.7 The payment of minimum wages to the staff shall be made on monthly basis till first week of next month for preceding month positively, failing which the same shall be taken for evaluation of performance. The security agency will have to submit proofs regarding payment of statutory obligations [Minimum Wages, EPF, ESIC etc.] timely to concerned executive, otherwise the same may be taken for evaluating the performance.

1.8 In case the contractor/security agency fails to make payment of wages/remittance of E.P.F. contribution in accordance with the provisions of the law, the Principal employer shall be liable to make payment of wages full or the unpaid balance due, as the case may be for the contract labour employed by the contractor, to the E.P.F. Commissioner authorities and recover the amount so paid from the contractor either by deduction from any amount payable to the contractor, under any contract or as a debt payable by the contractor.

1.9 The contractor shall, at all times during the tenure of this contract at his own expense shall arrange insurance of the employees engage with any of the **IRDA approved General Insurance Companies** against, all liabilities under the workman's compensation act in case of death or bodily injury payable to any worker and damage to property of the third persons.

1.10 During the continuance of this contract, the contractor shall pay all premium and sums of money necessary for keeping this policy on foot and deliver to the Company the receipt of such payment within seven days after the same shall have become due.

1.11 In every case in which by virtue of the provision of Section 12, Subsection (i) of the Workmen's Compensation Act 1923 the Company is obliged to pay compensation to workmen employed by the contractor in execution of the works, the Company will recover from the contractor the amount of the compensation so paid and without prejudice to the right of the Company under section 12 subsection (ii) of the said Act, the Company shall be at liberty to recover such amount or any part thereof by deducting it from the deposit or from any sum due by the Company to the contractor whether this contract or otherwise. Company shall not be bound to contest any claim made against it under section 12, sub- section (i) of the said act, except on the written request of the contractor and upon his having given to the Company full security for all costs for which the Company might become liable in consequence of contesting such claim.

1.12 On the breach of any terms and condition of this contract or failure in implementing the statutory rules and regulations by the contractor the Company shall be entitled to forfeit the security deposit or the balance thereof that may at the time be remaining and to realize and retain the same as damages and compensation for the said breach but without prejudice to the right of the Company to recover any

further sum as damages from any sums due or which may become due to the contractor by Company or otherwise howsoever.

1.13 No child labour should be employed by the Contractor.

1.14 The Company reserves the right to award this work to alternate agency in case of failure to complete the works in time at the risk and cost of the contractor and in such cases, the expenditure shall be recovered from the Contractor. The Contractor shall be able to take up any emergency work entrusted by the Company at short notice at any time of the day.

1.15 The period of the Contract shall be of **12 months** from the date of agreement. The Company will have right to terminate the Contract without assigning any reasons to the Contractor by giving 30 days' notice without any liability on BHEL's side.

1.16 The DGM BHEL ROD, JABALPUR will be final authority for deciding disputes, if any, arising out of the contract between the Company and the Contractor.

1.17 Transport of staff will be arranged by the Contractor at his cost.

1.18 In case of any theft Contractor shall lodge the complaint with Police Department. However, contractor should make good the loss to Company in any case. He will be responsible for pursuance with Police Department as the case may be. However suitable assistance will be provided by the Company.

■ ■ ■

Schedule-1

DETAILS OF EARNEST MONEY (TO BE KEPT IN ENVELOPE-1)

1. Name and Address,
with Pin Code of the bidder
2. Details of the Firm/Company i.
Registered office
ii. Postal Address

iii. Telephone/Mobile number

iv. PAN (Permanent Account No.)

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v. GST No.

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vi. E-mail address
3. Whether bidder is an old contractor with BHEL. Yes/No
4. Earnest Money details
 - i. Amount of E.M.D. _____
 - ii. DD/Banker's cheque No. _____
 - iii. Issuing bank /drawn on bank. _____
Valid up to _____

Place:

Date :

SIGNATURE, NAME & SEAL OF
BIDDER/TENDERER

Note: The offer may not be accepted without adequate earnest money deposit.

Schedule-2

SCHEDULE OF QUALIFYING REQUIREMENTS (TO BE KEPT IN ENVELOPE-2)

1	Whether a copy of Valid PSARA Licence issued by Police Department Govt. of M.P. is enclosed.	Yes / No
2	Whether a copy of Registration of EPF Code No. in the Name of Bidder/ Firm is enclosed.	Yes / No
3	Whether copy of Certificate of GST Registration No. in the Name of Bidder/ Firm is enclosed under Composite OR Non Composite Scheme [Please choose any one & the percentage of GST applicable @]	Yes / No
4	Whether a copy of valid license issued by Labour Department, GoMP to engage in the business of man power supply as per "Contract Labour (Regulation & Abolition) Act-1970".	Yes / No
5	Whether copy of PAN in the Name of Bidder/ Firm is enclosed.	Yes / No
6	Whether experience certificate for including watch & ward work of the firm, is enclosed.	Yes / No
7	Whether copy of Income Tax Returns for last 3 Income Tax Assessment years [i.e. 2016-17, 2017-18 & 2018-19] are enclosed	Yes / No

Note: The tender of such bidders who are not found to fulfill aforementioned qualifying requirement shall not be considered for price bid opening and evaluation of tender as mentioned in clause-3, Section-3 of tender.

Place: _____

Date : _____

**Signature,
Name & Seal of Bidder/Tenderer**

Schedule-3

SCHEDULE OF QUESTIONNAIRE

(TO BE KEPT IN ENVELOPE-2)

1	Whether the offer is valid for 90 days from the date of opening of price bid.	Yes / No
2	Please confirm that the quoted service charges are as per Clause 6 of Section-3 of tender specification..However variation in “Basic Labour cost and service charge” shall be payable as per the clause mentioned above, on variation of minimum wages.	Yes / No
3	Please confirm that GST is chargeable Extra at prevailing rates & rules.	Yes / No
4	Whether BHEL's Terms of Payment as per Clause No. 23 of Section-3 is agreeable. If no, please state conditions.	Yes / No
5	Whether agreeable to furnish Security Deposit @ 5% of ordered value for satisfactory execution of the order for entire contractual completion period (as per Clause No. 28.3 of Section-3).	Yes / No
6	Please confirm that adequate, qualified & trained manpower shall be deployed by you.	Yes / No
7	Do you AGREE to our condition for deployment of staff along with provision of reliever payment, etc. stipulated in this tender specification. Deviation if any may please be indicated here.	Yes / No
8	Please confirm whether you have noted our specific condition under Clause No. 9 of Section-3 that no subletting of contract would be permitted under this Tender Specification unless specified.	Yes / No
9	Please confirm that the rates offered by you are not associated with any binding condition such as Advance Payment , exemption/ reduction in security deposit, assurance for work in particular area, free facility of accommodation etc.	Yes / No
10	Whether you are agreeable for all the terms & conditions stipulated in this Tender, if no, please clarify.	Yes / No
11	Whether you are agreeable to completion period of 12 months against initial order and further extensions based on performance as per Clause 29, Section-3 of the Tender.	Yes / No

Note:

- (i) Strike out, whichever is not applicable.
- (ii) Separate sheets should be used, wherever necessary.
- (iii) The bidder is requested to go through the contents of tender specification thoroughly before filling-in this schedule. The information furnished in this schedule shall be the binding on the bidder.
- (iv) Any information which is incomplete or ambiguous shall be considered in favour of the company solely at its discretion.
- (v) If Answer of Sr.No.10 is “No”: Please mention the deviation on separate sheet to be enclosed with this schedule.
- (vi) Acceptance of extension at S/No. 11 of above Table is mandatory otherwise bid is liable for rejection.

Place : _____

**Signature, Name & Seal of
Bidder/Tenderer**

Schedule-4

SCHEDULE OF PRICES FOR PROVIDING SECURITY SERVICES FOR WATCH & WARD OF BHEL ROD OFFICE AT JABALPUR

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

[Based on Minimum Wages w. e. f. 01.10.2019, As per Labour Commissioner, Indore]

S/N	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 reliver.	23,850
2	EPF contribution (@13.00%) on Sr. No. 1	3100.5
3	ESIC contribution (@ 3.25%) on Sr. No. 1	775.1
4	Bonus 8.33% of Basic and DA	1986.7
4	Total Labour Charges (in Rs.) (A)	29,712.3

PART- B : SERVICE CHARGES TO BE QUOTED BY THE BIDDER [VARIABLE WITH VARIATION OF LABOUR COST]

S/N	Particulars	Total monthly amount (Part-A)	Percentage of amount in column 3 in one digit of decimal.
1	2	3	4
1	<u>SERVICE CHARGES</u> [Variable]	29712.3/-	 % (in digits)Percent (in words)

GST Extra as applicable as per prevailing Govt. rule on PART-A & PART-B 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 A+ Part B + 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 the second digit of decimal will not be taken in to 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 (A)& (B), therefore reliever is mandatory for all the Shift Employees. And a weekly off is to be ensured to all employees.

[4] ESIC shall be payable if applicable, otherwise same shall not be payable.

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

[6] 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**