



**BHARAT HEAVY ELECTRICALS LIMITED**

(A GOVT. OF INDIA UNDERTAKING)

REGIONAL OPERATIONS DIVISION

Nehru Place, 1st Floor, NF/O/03, Tonk Road Jaipur-302015

Phone: 0141-274-3580/2347 Fax: (0141) 274-3314

Email: anshumanm@bhel.in

Ref. No. ROD/JPR/WM/

Date: 13.12.2019

**Sub: Contract for services of security (watchman) of our office premises for the Year 2019-20**

Dear Sir,

We invite your best quotation regarding provision of security arrangements at our office premises at Nehru Place, Tonk Road, Jaipur. Your quotation along with certificate of incorporation/Registration and Annexure A,B,C,D & E and Price bid ( i.e. with seal signed) should reach us on or before 02.01.2020 15.00 hrs.

Quotations are invited in **two part bids (part I contains Techno-commercial bid & part II contains price bid )** in **TWO SEPARATE** sealed covers with Enquiry No. & Date and Quotation Due Date, legibly super-scribed on it, subject to acceptance of the enclosed Terms and Conditions.

The working hour of watchman will be 8 hours. The watchman posted at our office premises will remain under your direct employment and shall be paid their wages by yourself. Thus we will have no liability towards their employment. All statutory liabilities regarding compliance of Provident Fund and ESIC shall be solely your responsibility, which shall be deposited on monthly basis. As and when watchmen proceeds on leave or absents due to any unforeseen reason, you shall provide a reliever without any extra charges.

The contract period will be for one year starting from date of Work order. The payment shall be made to you within 7 days after the submission of bill. The account payee cheque drawn in favor of your company/ RTGS payment will be sent to you directly.

The terms and conditions of this letter are stipulated in Annexure A, B, C, D, E & Price bid which forms part of this contract.

The offers received late i.e. received after due date shall not be considered at all. You are requested not to take any deviation from this tender and a certification to this effect is to be given as per the format for '**No Deviation Certificate**' enclosed. The '**No Deviation Certificate**' shall be submitted in a separate sealed envelope along with the Technical & Commercial Bid.

BHEL reserves the right to accept or reject the tender either partly or fully as considered necessary without assigning any reason thereof and the decision of BHEL in this regard shall be final and binding on the contractor.

EMD amount of Rs. 2,100/- to be deposited by DD/Pay order drawn in favor of 'Bharat Heavy Electricals Limited' payable at Jaipur along-with Part-I bid. The Part-I offers of the parties shall be opened on **02.01.2020 at 15:30 hrs** in the presence of authorized representatives of the parties who may like to be present.

Thanking you.

Yours faithfully,

( ANSHUMAN MATHUR )  
DGM-ROD-JAIPUR

Encl: As mentioned above

**'No Deviation Certificate'**

With reference to your Tender Enquiry No: . ROD/JPR/WM/ Date: 13.12.2019 this is to confirm that we have not taken any deviation from any of the Tender Clause and have quoted as required under tender, we hereby convey our unqualified acceptance to the terms and conditions as stipulated in the Tender.

In the event of discovery of any deviation in our offer at a later date, the same shall stand null and void.

Thanking you,

Yours faithfully,

(Signature)

(Seal)

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**ANNEXURE – A**

**SPECIFICATION**

We invite your best quotation for the security services on the following location and terms and conditions:-

Security services is to be provided by the contractor at **Bharat Heavy Electricals Limited** - Regional Operations Division-Jaipur, NF/O/03, First Floor, Nehru Place, Tonk Road, Jaipur office, comprising of following:

- 136Sq. Mtrs. of premises of the NF/O/03, First Floor, Nehru Place, Tonk Road, Jaipur office
- ONE No. of Gates of the office Premises.

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

- a) To provide Security services at the aforesaid premises/ gate. **Security personnel deployed to carry out the job should be watchman. They should not be above the age of 55 years and physically fit.**
- b) To provide effective surveillance of the security services.
- c) To 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 **one** entry point, regulate and check the flow of men/ material and ensure that every entry/ exit is as per valid documents and a record of the same be maintained. To secure the premises in such a manner that no property is taken away by any one unauthorized.
- f) To apprehend immediately any trespasser or person moving unauthorized 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 unauthorized carrying any property of the Company.
- 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 and Red Cross Authorities.
- m) To maintain proper records/ documents as per requirement of the company in connection with security services. Such records/ documents would be entry/ exit register of men and material, records of intimations given to designated officers with regard to aforesaid incidents.
- 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.
- q) The personnel deployed shall work from 09:00 AM to 05.30 PM on all working days (excluding ½ hour lunch time).

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**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.
  - i) The payment to the contractor will be made to the contractor on the basis of work carried out by him and based on the work measured the payment will be made on monthly basis. The payment to the contractor is not to be linked with the number of workmen deployed, number of workmen absent, and increase in rate of DA etc. Payment against running bills on completion of job as per specification and will be made after 7 days from the date of completion of job/ submission of duly verified by authorized officer and the same will have no relation with the payment schedule of wages of his employees.
  - ii) **Payment will only be made for 27 days (26 working days + 1 day on any Sunday/ holiday for office maintenance and housekeeping).**
3. All payments will be subject to deduction of income tax at source as per Income Tax and Service Tax as per the applicable Rules.



CONTRACTOR'S OBLIGATIONS

A) Contractual:

- a) Contractor shall deploy one employee 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.
- 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 will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy a casual employee to carry out the job nor shall 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 mission and commission by the employees deployed by the contractor shall lie exclusively with him.
- j) Contractor to ensure that all precautions are taken for safety of his employees and equipments.
- k) 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 shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation.
- l) 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.
- m) Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.
- n) 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, Service Tax Act and all other applicable Acts 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 RPFC.
- 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) Contractor shall be responsible for making payment of wages before the expiry of 7<sup>th</sup> 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.
- r) Contractor to obtain license under CL (R&A) Act, 1970.

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**GENERAL TERMS AND CONDITIONS**

**EMD of Rs.2,100/- (Rupees Two Thousand One hundred only) to be submitted by way of either banker's cheque or demand draft drawn in favour of "Bharat Heavy Electricals Limited" payable at Jaipur. Tender not accompanied with EMD will not be accepted and shall not be considered for further evaluation.**

**No interest shall be payable on EMD amount.**

The EMD shall be forfeited in case of:

- i) Withdrawal of bid or increase in rates or change in bid conditions after opening of the tender.
- ii) Refusal to enter into a contract after the award of contract.
- iii) If operations of the contract are not commenced from the date indicated in the award of contract.

EMD for unsuccessful bidders will be returned

BHEL shall have the privities 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 contractor shall deposit 5% of the contract value as security with BHEL** in the form of pay order/ bank guarantee/ FDI in the name of contractor A/c-BHEL duly discharged on the back. Alternatively, the amount of security deposit can be adjusted partly from balance amount from subsequent bills. The Security Deposit shall not carry any interest. EMD of successful tenderer can be converted and adjusted against the security deposit.

This security deposit shall be liable to be returned to the contractor after termination of the contract or at the end of it, subject to the deduction on account of company dues, non deposit of statutory dues etc. No interest will be payable on the security deposit.



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 Rajasthan Court.

The contract will commence on date of work order and will remain valid for a period of one year. The parties reserve the right to extend the contract on mutually agreed terms and conditions.

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 Jaipur 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 Rajasthan 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.

#### **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 date of Work order**

Both the parties reserve the right to extend the contract on mutually agreed terms and conditions.

**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 Jaipur 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.

**Signature of the Parties.**

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

**Adherence to Purchase Policy /Work Policy:**

Relevant provisions of Purchase Policy/ Works policy and delegation of powers of BHEL as applicable need to be adhered to while awarding the job contract(s).

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### Agreement

This AGREEMENT made this \_\_\_\_\_ days of \_\_\_\_\_ Two Thousand \_\_\_\_\_ between:

M/s \_\_\_\_\_, a Proprietary/ Partnership firm / Society/Cooperative Society/ Company (indicate legal status of the Contractor) duly registered with \_\_\_\_\_ (indicate name of the Authority with whom Registered Office at \_\_\_\_\_ hereinafter referred to as \_\_\_\_\_) (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the first part.

And

Bharat Heavy Electricals Limited, Regional Operations Division-Jaipur, NF/O/03, First Floor, Nehru Place, Tonk Road, Jaipur-302015. 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 Services in and around the Office premises of Regional Operations Division-Jaipur, NF/O/03, First Floor, Nehru Place, Tonk Road, Jaipur-302015.
- B. The \_\_\_\_\_ (Contractor) 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, E and price bid which forms part of this agreement.

IN WITNESS WHEREOF the parties hereto through their authorized representative have signed these presents on the day, month and year mentioned above.

For and on behalf of

Contractor

(Indicate name of Contractor & affix his seal)

(Authorized Signatory)

(Name & designation )



WITNESS:1

1. Signature
2. Designation
3. Address.

For and on behalf of  
Bharat Heavy Electricals Ltd.

Unit

(Affix seal of the Unit )

(Authorized Signatory)

(Name & designation

WITNESS:1

1. Signature
2. Designation
3. Address.

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**Annexure E**

**Qualifying requirement:**

1) EMD of Rs.2,100/- (Rupees Two Thousand One hundred only) to be submitted by way of either banker's cheque or demand draft drawn in favour of "Bharat Heavy Electricals Limited" payable at Jaipur along-with Part-I bid. Tender not accompanied with EMD will not be accepted and shall not be considered for further evaluation.

**No interest shall be payable on EMD amount.**

The EMD shall be forfeited in case of:

- i) Withdrawal of bid or increase in rates or change in bid conditions after opening of the tender.
- ii) Refusal to enter into a contract after the award of contract.
- iii) If operations of the contract are not commenced from the date indicated in the award of contract.

2) The bidder should submit statements giving particulars duly supported by documentary evidence of following Qualifying requirement data:

- 1. NAME of the Contractor:
- 2. Status ( Proprietary firm/ Partnership firm/ Society/ Cooperative Society/ Company)
- 3. ADDRESS of registered office:
- 4. Registration No.
- 5. Registered with
- 6. NAME of other party
- 7. ADDRESS of the UNIT
- 8. PAN/ TAN No.
- 9. No. of permanent employees
- 10. Average Annual Financial turnover during the last 3 years ending 31<sup>st</sup> March of the previous financial year , should be at least Rs. 31,500/-.
- 12. Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:
  - a. Three similar completed works costing not less than the amount equal to Rs. 42,000/- of the estimated cost.

**OR**

- b. Two similar completed works costing not less than the amount equal to Rs. 52,500/- of the estimated cost.

**OR**



- c. One similar completed work costing not less than the amount equal to Rs.84,000/- of the estimated cost.

A statement giving particulars duly supported by documentary evidence for works of similar nature by the Bidder in reputed Government undertakings/Companies in the past.

1. An attested copy of the Power of Attorney in case the tender is signed by an individual other than the Proprietor.

**In case of Individual:** His full name, mailing address, Fax No., Telephone No, E-Mail ID and place and nature of business are to be submitted.

**In case of Partnership Firm:** The names of all the partners and their address along with a copy of the Partnership deed, instruments or partnership duly certified by Public Notary are to be submitted.

**In case of Companies:** Date and place of registration including date of commencement certificate in case of Public Limited Company (Certified copies of Memorandum of Association are to be furnished), Nature of business carried out by the Company and provisions of the Memorandum relating thereof as well as names and particulars including addresses of all the Directors and their previous experience, as well as their financial condition are to be submitted.

2. The bidder shall submit supporting documents such as valid ITCC (Income tax clearance Certificate), Provident fund (PF) registration Certificate and ESI Code/Workmen Compensation Policy proof document.
3. Balance sheet & Profit & Loss A/C of last (03) years
4. Trade license.

The responsibilities in terms of financial obligations set out in the Tender Specifications for rendering services in operation of the contract shall be quoted by the bidder only which shall be firm during the period of the contract.

**I/We have gone through the complete tender documents connected with the work and agree to execute all the work in the terms and conditions of this contract.**

Signature of the Bidder : \_\_\_\_\_

Date : \_\_\_\_\_

Address : \_\_\_\_\_



PRICE BID



Contract for services of security (watchman) of our office premises for the Year 2019-20

We invite your best quotation regarding provision of security arrangements at our office premises at Nehru Place, Tonk Road, Jaipur.

- 1 Payment towards work satisfactorily executed will be made to the contractor at the following rates:-

| Description                                                                                             | Wage in Rs.<br>per day | ESI in Rs. | Service<br>Charge in<br>RS. | EPF in Rs. | Other allowance<br>if any in Rs. | Total amount in Rs.<br>per day |
|---------------------------------------------------------------------------------------------------------|------------------------|------------|-----------------------------|------------|----------------------------------|--------------------------------|
| Rate for the Watchman<br>for the office premises<br>Per day for one<br>watchman ( for 8 hrs.)<br>in RS. |                        |            |                             |            |                                  |                                |

- 2 Taxes are extra and will be payable as per government rules
- 3 The working hour of security watchman will be 8 hours.
- 4 The payment to be made to the contractor on the basis of work carried out by him and based on the work measured the payment will be made on monthly basis for 27 days (26 working days + 1 day on any Sunday/ holiday for office maintenance and housekeeping). The payment to the contractor is not to be linked with the number of workmen deployed, number of workmen absent, and increase in rate of DA etc. Payment against running bills on completion of job as per specification and will be made after 7 days from the date of completion of job/ submission of bill duly verified by authorized officer and the same will have no relation with the payment schedule of wages of his employees.
- 5 Minimum Wages Act to be ensured as per statutory norms.
- 6 All payments will be subject to deduction of income tax at source as per Income Tax and Service Tax as per the applicable Rules.
- 7 Price are valid for 60 days

Note: Price bid to be submitted separately