



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

Corporate Office: BHEL House,
Siri Fort, New Delhi-110049
Tele No. 011- 66337401

निविदा आमंत्रण सूचना
NOTICE INVITING TENDER

Sir/Madam,

Bharat Heavy Electricals Limited (hereinafter referred to as **BHEL**, a Public Sector Enterprise) having its Corporate / Registered Office at BHEL House, Siri Fort, New Delhi-110049 invites offer in sealed cover under two-part bid system (Part-I: Techno commercial Part & Part-II: Price Part) from the DGR-Sponsored Agencies for "Providing Security & Allied Services at Delhi based BHEL premises for the period of one-year on job contract basis".

Please submit your competitive offer for the above subject work as per the tender terms & conditions.

SCHEDULE TO TENDER

1.	Tender Reference No.	AA: GAX:22:SA:301
2.	Date of Issue of Tender:	24-02-2023
3.	Type of Tender:	Limited Tender
4.	Tender Title:	"Hiring of Agency for providing Security & Allied Services at Delhi based BHEL premises for the period of one-year on job contract basis".
5.	Invited Bidders:	DGR Sponsored Agencies having Sponsorship Letter No. 73120/SA/BHEL/2023/Delhi/6178/6527/6559/5474/E mp dated 24-01-2023 issued by DGR.
6.	Name of BHEL Units where work is to be carried out	BHEL House & AGVC Flats, Siri Fort, New Delhi and BHEL Industry Sector-Lodhi Road, New Delhi
7.	Last date/ time for receipt of tender:	10-03-2023 by 11:00 AM
8.	Date/ time of opening of (Part-I):	10-03-2023 at 11:30 AM
9.	Place of Submission of Tender / Bid:	Tender Box, placed at the reception of Corporate Office, BHEL House, Siri Fort, New Delhi-110049
10.	Tender will be opened at:	Corporate Office, BHEL House, Siri Fort
11.	Date/Time of price bid opening:	Will be intimated separately.
12.	EMD (₹):	Nil
13.	Validity of tender offer:	23-04-2023
14.	Scope of Work:	Security & Allied Services
15.	Duration of Contract:	One-Year
16.	Price of Bid Document	Nil

All corrigenda, addenda, amendments, time extension, clarifications, etc. to the tender will be hosted on website <http://www.bhel.com> and <http://eprocure.gov.in/cppp/> only. Bidders should regularly visit website till the due date of submission to keep themselves updated. Any clarification(s) regarding Notice Inviting Tender (NIT), if required, should be sought from the undersigned before the tender due date.

Thanking you,

For & on behalf of
Bharat Heavy Electricals Ltd.

मीना ठाकरान / MEENA THAKRAN
उप प्रबंधक / Deputy Manager
कॉर्पोरेट प्रशासन एवं आई.एस.एम.जी. / Corporate Administration & ISMG
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited
वी.एच.ई.एल हाउस, सीरी फोर्ट / BHEL House, Siri Fort
नई दिल्ली-110049 / New Delhi-110049
Dy. Manager (HR-GAX & ISMG)
e-mail: meenat@bhel.in
No. 9625062397/011-66337401

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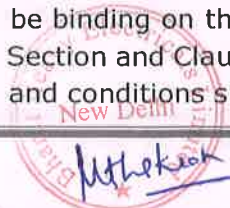


SECTION-I**GENERAL CONDITIONS OF TENDER****1. GENERAL INSTRUCTION TO BIDDERS****1.1. DESPATCH INSTRUCTION**

- 1.1.1. **All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof.** The information furnished shall be complete by itself. The bidder is required to furnish all the details and other documents as per the tender terms & conditions.
- 1.1.2. Documents not signed & stamped by the authorized signatory of the bidder shall not be accepted and considered for evaluation of bid.
- 1.1.3. Any additional documents submitted by the bidder during processing of tender or after placement of order, shall not be accepted unless it is submitted with forwarding letter and duly signed & stamped as mentioned above.
- 1.1.4. The above requirement is equally applicable even if the documents are received in soft form. In such cases, Documents / Clarifications received through e-mails should be from the registered e-mail ID of the bidder.
- 1.1.5. All documents submitted by the bidder in his submission shall be accompanied with a covering letter giving index interlinking all the documents, which shall be numbered page wise.
- 1.1.6. **COMMUNICATION & CORRESPONDENCE:** Bidder(s) has to provide at least one valid email ID for fast communications. Two email IDs are desirable. All communications related to the tender shall be sent to these email IDs and hard copies will not be sent. Such communication(s) shall be deemed as delivered and final. Bidder(s) has to regularly view their email and also remain in touch with the Notice Inviting Authority to remain updated. Non-viewing of e-mail or non-functioning of Internet & PC will not be entertained as a reason for no-response to any official communication. Two Mobile phones numbers should also be provided for communication / reminder(s). Such phones should be promptly attended. If due to any reason, bidder / authorized representative is unable to attend a call, he/she should revert to BHEL officials as soon as possible on the same day or, at the maximum, on the next working day. Any change in e-mail ID should be properly communicated in person, e-mail & hard copy. Later, during the execution of contract as well, non-response to a communication calling for action, shall be deemed to be a deliberate violation of contract condition and may invite suitable penalty for respective violation as per penalty causes.
- 1.1.7. Bidders are advised to study complete tender documents carefully. Submission of tender by any bidder shall be deemed to have been done after careful study, examination of the tender document and with the full understanding of the implications thereof. If the bidders have any doubt about the meaning of any portion of the tender specification or find discrepancies or omissions in the tender document issued or require clarification on any of the technical aspects, scope of work etc., he/she shall at once, contact the authority inviting the tender for the same, well in time (so as not to affect last date of submission) before the submission of the tender or else, BHEL's interpretation shall prevail & shall be binding on the bidder. Bidder's request for clarifications shall be with reference to Section and Clause numbers given in the tender document. The specifications, terms and conditions shall be deemed to

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have been accepted by the bidder in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the bid.

1.1.8. All entries in the tender documents should be in one ink.

1.1.9. Bid should be free from correction, overwriting, using corrective fluid etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.

1.1.10. No clause of the tender document should be altered /amended /edited etc. by the bidder under any circumstances.

1.2.SUBMISSION OF BIDS

1.2.1. Bidders must submit their bids as per instructions in the NIT i.e. bids shall be strictly in accordance with the tender specifications.

1.2.2. Bids submitted by post shall be sent by 'REGISTERED POST / COURIER' and shall be posted with due allowance for any postal/courier delays. BHEL takes no responsibility for delay, loss or non-receipt of bids sent by post/courier. The bids received after the specified time of their submission are treated as 'Late Bids' and shall not be considered under any circumstances.

1.2.3. After/during the scrutiny of technical bids, bidder(s) may be asked to attend meeting(s) for clarifications, if any.

1.2.4. Before submission of Offer, the bidders are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour, means of transport and access to site, accommodation, etc. Visit shall be made on any working day between 09:00AM to 05:30 PM with prior intimation. No claim will be entertained later on the grounds of lack of knowledge of any of site conditions.

1.3.TENDER OPENING:

1.3.1. Tender shall be opened at BHEL House, Siri Fort, New Delhi on appointed date & time (or the extended date/ time, if any) by representatives of Contracting deptt. and Finance deptt. in the presence of representatives of bidders who would like to be present. The last day of submission (or the extended date of submission) and the opening date shall be same. Bidders shall note that if the date of tender opening given in the Tender Document is declared an Off / Holiday by BHEL, then the next working day shall be considered as the last date of submission & opening of bids up to the time specified.

1.3.2. Price Bids of techno-commercially qualified bidders shall only be opened through the conventional price bid opening.

1.3.3. Price Bids of techno-commercially disqualified bidders shall not be opened.

1.3.4. All the techno-commercially acceptable bidders shall be informed of the date and time of opening of price bids telephonically or email by BHEL. The price bids shall be opened on the due date and time in the presence of representatives of techno-commercially acceptable bidders who would like to be present.

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1.4. LANGUAGE

- 1.4.1. The bidder shall quote the "**PERCENTAGE (%) SERVICE CHARGE**" in **English language and international numerals ONLY. The "SERVICE CHARGE" shall be entered in figures as well as in words.**
- 1.4.2. All correspondence and documents relating to the bid exchanged by the Bidder and BHEL shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail.
- 1.4.3. **CURRENCIES OF BID & PAYMENT:** Indian Rupees (₹) only.
- 1.4.4. **SINGULAR & PLURAL:** Words importing the singular number shall also include the plural and vice versa, where the context requires.
- 1.4.5. **HEADINGS AND MARGINAL HEADINGS:** The headings and marginal headings in tender document are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or to be taken into consideration in the interpretation or construction thereof or the contract.

1.5. PRICE DISCREPANCY / CORRECTION OF ARITHMETIC ERRORS: Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:

- 1.5.1. "Service Charges" must be quoted in figures as well as in words. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail. BHEL's decision regarding the same shall be final and binding.
- 1.5.2. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- 1.5.3. "Service Charges" shall be considered up to TWO decimal points only. Digits beyond TWO decimal points will be ignored and not rounded off. No representations on this account shall be entertained.
- 1.5.4. If any bidder does not accept the correction of errors, their bids will be disqualified.

1.6. PARTICIPATION OF BIDDERS: DGR Sponsored Agencies having Sponsorship Letter No. 73120/SA/ BHEL/2023/Delhi/6178/6527/6559/5474/Emp dated 24-01-2023 issued by DGR is allowed to participate in this tender only.**1.7. Un-price bid format** duly signed by the bidder shall be submitted along with technical bid, by mentioning 'Q' in all the columns where quote is to be offered by the bidder.**1.8. TENDER PRICES:**

- 1.8.1** Unless explicitly stated otherwise in the Tender Documents, the Contractor shall be responsible for the whole works, based on the Schedule of Works, Bill of Quantities and payment shall be made as per accepted rates based on the activities carried out as in the Scope of work **Section-III**.

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- 1.8.2 **While quoting the "Service Charge", bidders should consider all cost elements like financing cost, cost of maintenance of accounts, Overheads, Profit Margins, Conveyance Charges, Supervision Charges, Amount of Security Deposit, Statutory Requirements / Obligations, Contractual Obligations and any other expenditure as deemed relevant by the Bidder or cost of any other item under its scope and to meet any expenses/exigencies (including bearing of penalty by Bidder as per Tender Document) so as to ensure continuity of services.**
- 1.8.3 If a bidder quote "Nil" service charge, the bid shall be treated as unresponsive and will not be considered for evaluation (in terms of provisions of Ministry of Finance, Dept. of Expenditure No 29(1)/2014-PPD dated 29/1/2014).
- 1.8.4 The "Services Charges" quoted by the bidder in their "Price-Bid" will be payable to bidder as profit margin for providing the services on monthly basis.
- 1.8.5 The Bidders are advised to quote the "Service Charges" in terms of percentage of total of monthly charges arrived at S. No. 9 in "**Annexure-F**".
- 1.8.6 The above quoted service charge will be applicable in **Annexure-F** at S.No.10.
- 1.8.7 **The Service Charge chargeable by the bidder (Security Agency) will be negotiable between BHEL and L-1 bidder (Agency Concerned) subject to the guidelines issued by DGR and amendments made therein from time to time. In case any bidder (Security Agency) quotes Service Charge lower than the minimum prescribed rates in line with DGR-guidelines, the bid is liable for rejection.**
- 1.8.8 The service charge quoted in the Price-bid shall be exclusive of GST as levied by the Govt. of India time to time. GST shall be payable as applicable on actual. The present rate of GST is 18%.
- 1.8.9 Lowest "Service Charge" received against the Tender need not be acceptable to BHEL and in that case BHEL would not consider the same for Award of Contract. BHEL would negotiate or re-float the Tender if L1 price is not the **lowest-acceptable** price to them inter-alia other reasons.
- 1.9 **TENDER EVALUATION / EVALUATION OF BIDS:** Tender evaluation shall be carried out on the basis of documents required and commercial terms & conditions specified in the tender documents and changes thereof, if any, shall be communicated to all the bidders before price bid opening.
- 1.9.1 Technical (Part-I) Bids submitted by the bidder(s) will be opened first and evaluated w.r.t documents required and other conditions in NIT/Tender documents, based on documentary evidences submitted by the bidder(s).
- 1.9.2 Final evaluation of the bidders will be done based on quote of "Service Charge".
- 1.9.3 The Contract would be awarded to the bidder quoting the minimum "Service Charge" as indicated in the Price-bid format.
- 1.9.4 **In an eventuality of more than two DGR Sponsored agencies quoting the L1 rates the contract under consideration will be allotted to the senior most DGR sponsored Agency. The order of seniority of sponsored agencies is indicated in sponsorship letter No. 73120/SA/ BHEL/2023/Delhi/6178/6527/6559/5474/Emp dated 24-01-2023 issued by DGR.**

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1.9.5 Further in case the senior most Agency is not able to provide the required nos. of security guards then next L1 quoted senior most Agency will be given opportunity to provide the security guards. This is as per the DGR guidelines.

1.9.6 Based on the outcome of Price-bid opening along with seniority, the bidders would be ranked from L-1 position in ascending order.

1.10 **APPLICABLE CONTRACTUAL VARIATIONS:**

1.10.1 Within the validity or any extension of contract thereof, "**Service Charge**" shall remain **firm (in terms of percentage)** without any escalation / variation for any reason, whatsoever, unless specifically provided herein. Contractor's obligation shall remain unaffected by such escalation / variation. However, during the validity of contract period, the Contract Value will vary depending on the followings:

- i) Rates of Basic Plus VDA, HRA, Uniform Outfit & Washing Allowance, Relieving Charges (subsequent to floating of this tender), as & when notified by DGR will be applicable in the contract and accordingly the monthly bill(s) of the contractor will get amended against the documentary evidence;
- ii) Rates of EPF / EPS / EDLI / ESI / Min. Monthly Bonus etc. (subsequent to floating of this tender), as & when notified by Governing Statutory Authorities will be applicable in the contract and accordingly the monthly bill(s) of the contractor will get amended against the documentary evidence.
- iii) GST (as applicable) will be payable by BHEL to the Contractor during the execution of the contract along with monthly bill(s), against the documentary evidence.

1.10.2 BHEL reserves the right to increase or decrease the quantum of work / services up to **30%** at the same rates, terms & conditions of this NIT during the currency of the contract. BHEL also reserves the right to ask the Contractor to shift the services from one location to another location of BHEL within DELHI-India at the same rates, terms & conditions.

1.11 **VALIDITY OF OFFER:** Offers shall remain valid till the validity of DGR's Sponsorship i.e. **23-04-2023**. In case BHEL calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the bidder(s).

1.12 **EARNEST MONEY DEPOSIT/CONTRACT PERFORMANCE GUARANTEE (CPG)/ BANK GUARANTEE:** DGR sponsored Security Agencies are not required to deposit Earnest Money Deposit (EMD). However, depending on the nature of service being provided, **the successful tenderer must submit the security deposit up to a maximum limit not exceeding 10 percent of One month's wage bill. The security deposit shall not carry any interest.**

1.12.1 Upon acceptance of tender, the successful bidder must submit the security deposit in any of the following forms:

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheque of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. {Copy of proper prescribed format of BG will be provided

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by BHEL along with Work Order/LOI and it will be verified verbatim on receipt with original document}.

- iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).

1.12.2 **COLLECTION OF SECURITY:** At least 50% of the required Security Deposit, shall be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor. The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work.

1.12.3 The security deposit shall not carry any interest.

1.12.4 The validity of Security Deposit shall be initially up to the completion period as stipulated in the Letter of Intent / Award + 03 months, and the same shall be kept valid by proper renewal.

1.12.5 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts of successful bidder with BHEL.

1.12.6 **RETURN OF SECURITY DEPOSIT:** Security Deposit shall be refunded/ Bank Guarantee(s) released to the Contractor upon fulfilment of all contractual/ statutory obligations or after 03 (three) months from the date of completion of the contract whichever is later, after deducting all expenses / other amounts due to BHEL under the contract.

1.12.7 **BANK GUARANTEES:** Wherever Bank Guarantee is to be furnished/submitted by the Contractor, the following shall be complied with

- i) Bank Guarantee shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.
- ii) The Bank Guarantee shall be as per prescribed formats.
- iii) It is the responsibility of the Contractor to get the Bank Guarantee revalidated / extended for the required period, as per the advice of BHEL. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantee.
- iv) In case the Bank Guarantee is not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in



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writing, without any advance notice/communication to the concerned Contractor.

- v) Bidders to note that any corrections to Bank Guarantee shall be done by the issuing Bank, only through an amendment in an appropriate non-judicial stamp paper.

1.13 **REJECTION OF BIDS**

- 1.13.1 BHEL reserves the right to accept or reject any of the bid / all bids with or without deviation or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case, bidder shall have no claim arising out of such action by BHEL. The acceptance of bid will rest with BHEL, not binding itself to accept the lowest tender.
- 1.13.2 BHEL also reserves the right to cancel the tender at any stage due to any administrative / internal reasons; whatsoever and in such case bidder(s)/successful bidder shall have no claim arising out of such action by BHEL.
- 1.13.3 Unsolicited bids, bids which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.
- 1.13.4 If a bidder who is a proprietor expires after the submission of his bid or after the acceptance of his bid, BHEL may at their discretion, cancel such a bid. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.
- 1.13.5 If the bidder deliberately gives wrong information in his bid, BHEL reserves the right to reject such bid at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.
- 1.13.6 Canvassing in any form in connection with the bids submitted by the Bidder shall make his offer liable to rejection.
- 1.13.7 In case the Proprietor, Partner or Director of the Company/Firm submitting the tender, has any relative or relation employed in BHEL, the authority inviting the tender shall be informed of the fact along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money / Security Deposit.

- 1.14 "The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.

Integrity commitment, performance of the contract and punitive action thereof:

COMMITMENT BY BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

COMMITMENT BY BIDDER/ SUPPLIER/ CONTRACTOR: The bidder/ supplier/ contractor commits to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act

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or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on <http://www.bhel.com> and/or under applicable legal provisions".

- 1.14.** The Bidder(s) along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
- 1.15. RISK & COST:** This clause, in line with other Conditions of Contract will be invoked in any of the following cases. In such an event, it shall be obligatory on the part of Contractor to make good any loss suffered by BHEL. In such cases, BHEL shall withhold bills, Security Deposit, etc. of the Contractor, which are pending either at BHEL-Corporate Office or any other Unit of BHEL. Wherever Risk purchase clause (amounting to more than 5% of contract value) is invoked, action shall be initiated as per relevant clause of "Guidelines for suspension of business dealings with Suppliers / Contractors" which is uploaded on BHEL website www.bhel.com. To know the implications of suspension, the bidder may see aforesaid guidelines.
- 1.15.1. Contractor's/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period (#) considering its performance of execution.
- 1.15.2. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- 1.15.3. Non-completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier.
- 1.15.4. Termination of Contract on account of any other reason (s) attributable to Contractor/ Supplier.
- 1.15.5. Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- 1.15.6. Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.

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In-case inputs from BHEL/Customer are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract.

Risk and Cost against Balance Work:

Risk & Cost Amount= $[(A-B) + (A \times H/100)]$

Where,

A= Value of Balance scope of Work/ Supply (*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, If any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

*(Balance scope of work/ supply)

- 1.16.** The bid submitted by a techno commercially qualified bidder(s) shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late bids shall be returned to the bidders.
- 1.17.** Any discount/ revised offer submitted by a bidder on its own shall be accepted provided it is received on or before the due date and time of offer submission (i.e. Part-I bid). The discount shall be applied on pro-rata basis to all items unless specified otherwise by the bidder. Unsolicited discounts/ revised offers given after Part-I bid opening shall not be accepted.
- 1.18.** In case of changes in scope and/ or technical specifications and/ or commercial terms & conditions, having price implications, techno-commercially acceptable bidders shall be asked by BHEL (after freezing the scope, technical specifications and commercial terms & conditions) to submit the impact of such changes on their price bid. A suitable cut-off date and time should be given to all the techno-commercially acceptable bidders to submit the impact on their price bids.

In the event of any bidder, after finalizing the technical specification & scope of work, opting to revise and submit their latest price bid instead of submitting impact on their price bid asked by BHEL, then their original price (i.e. the previous bid) shall also be opened to know the price impact.

BHEL shall not be responsible for any expense incurred by bidders in connection with the preparation & delivery of their bids, site visit, participating in the discussion and other expenses incurred during the bidding process.

- 1.19.** The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work. All the terms & conditions mentioned in this tender document shall form a part of the Contract-Agreement, which shall be executed between the successful bidder and BHEL.
- 1.20.** The Contractor will be abiding to execute the work assignments on job contract basis strictly in accordance with the terms and conditions of the tender documents.
- 1.21.** The Contractor will be responsible for the quality of the job and will immediately rectify the deficiency pointed out in the job performed.

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- 1.22. SUBLETING:** The Contractor should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The Contractor is solely responsible to BHEL for the work awarded to him.
- 1.23. RECOVERY FROM CONTRACTOR:** Whenever under the contract, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or the contractor shall pay the claim on demand without any terms & conditions.
- 1.24. POST TECHNICAL AUDIT OF WORK & BILLS:** BHEL reserves the right to carry out a post payment audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc. and to enforce recovery of any sums becoming due as a result thereof in the manner provided into the proceeding sub-paragraph provided however, that no such recovery shall be enforced after three years of passing the final bill.
- 1.25. SECRECY OF CONFIDENTIAL INFORMATION:** The bidder(s)/contractor agree & acknowledge that in the course of their discussions and interaction, BHEL may disclose information of confidential proprietary nature relating to its business, products, know-how, technology, customers; employees and financial to the bidder(s)/contractor. Such information shall be considered as confidential. The contractor agrees to keep it confidential & secret at all times and not directly or indirectly disclose to any party other than its employees and authorized personnel's strictly on a need know basis, without the prior written permission of BHEL.

SETTLEMENT OF DISPUTES

- 1.26. CONCILIATION:** If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, execution, effect, interpretation or breach of the Contract, which the Parties are unable to settle mutually, arise inter-se the Parties, the same may be referred by either Party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority from the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration & Conciliation Act, 1996 or any statutory modification thereof and as provided in the BHEL Conciliation Scheme as applicable from time to time.

1.27. ARBITRATION:

- 1.28.1 In case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by BHEL .

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.



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Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be **DELHI**.

The cost of arbitration shall be borne as per the award of the Arbitrator.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

1.28.2 In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the following clause shall be applicable: -

In the event of any dispute or difference relating to the interpretation and application and execution of the Contract, such dispute or difference shall be resolved amicably by mutual discussions. In case of disputes not resolved by mutual discussions, these shall be referred by either parties for resolution of CPSES Disputes (AMRCD) as mentioned for in Department of Public Enterprises (DPE) Office Memorandum Ref. No. F. No. 4 (1)/2013-DPE(GM)/FTS- 1835 dated 22.05.2018 dated 22.05.2018 as amended.

1.28. APPLICABLE LAWS AND JURISDICTION OF COURTS: Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract shall lie only in the court of competent civil jurisdiction in this behalf at **DELHI** and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

1.29. DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE

1.30.1 If the Service Provider / Contractor fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor(Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or



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manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Contractor(Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores not so delivered or others of a similar description where stores exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor(Service Provider) and the Seller/Contractor(Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor(Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.

1.30.2 Cost of the purchases/service made by the Purchaser/Service taker at the risk and cost of the seller/Contractor (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of materials / services so purchased/hired.

1.30. FORCE MAJEURE: A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an Act of God (like a natural calamity) or events such as war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organization only. In such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.

Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

1.31. DEVIATIONS: Deviations, if any, may be indicated in format enclosed. Deviation mentioned elsewhere in the offer shall not be considered. BHEL reserves the right to accept or reject the deviation sought. Bidder may note that Bid shall be in full compliance to the requirements of Bidding Document, failing which bid shall be considered as non-responsive and may be liable for rejection.

1.32. AGREEMENT TENURE & CONTRACT PERIOD: The contract will commence on the date as applicable against the contract/agreement and will remain in force for a period of twelve months which can be further extended on the same terms and conditions on the mutual agreement between BHEL and the Contractor on satisfactory performance of the Contract as will be decided later. However, this Agreement shall be liable for termination earlier by the BHEL at any time by giving minimum 30 days' notice to the Contractor without assigning any reason thereof and without prejudice to the rights of BHEL to recover any amount becoming due under this Agreement.



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- 1.33.** Lowest "Service Charge" received against the Tender need not be acceptable to BHEL and in that case BHEL would not consider the same for Award of Contract. BHEL would negotiate or re-float the Tender if L-1 price is not the lowest acceptable price to them inter-alia other reasons.
- 1.34.** **BHEL reserves the right to verify pre-qualifying credentials of the Bidder. BHEL also reserves the right to cross-check / verify the genuineness of the documents submitted along with the offer by the bidder. At any stage, BHEL may also ask for original documents and bidder / contractor has to submit the same. If at any stage, the document(s) submitted by bidder / contractor is/are found incorrect/ false, the necessary action will be taken by BHEL against the bidder/contractor as per extant guidelines / policies / terms & conditions of this tender.**
- 1.35. DISCLAIMER:** While every care has been taken to ensure that the contents (w.r.t. Statutory Obligations / Compliances) of this tender document are accurate and up to date. In case of any conflict between the statutory provisions stipulated in this tender document and in the original source such as applicable Acts or the prevailing laws / rules, the statutory provisions contained in the extant law/rule and the original instructions shall prevail.
- 1.36.** The process of on-boarding DGR sponsored security agencies on the GeM-portal has already been initiated by DGR. As & when it becomes fully accomplished and made operational, BHEL reserves the right to foreclose this Agreement by giving minimum 30 days' notice to the Contractor without assigning any reason thereof and without prejudice to the rights of BHEL to recover any amount becoming due under this Agreement.
- 1.37. INTEGRITY PACT (IP):**
- 1.37.1 IP is a tool to ensure that activities and transactions between the Company and its Bidders/Contractors are handled in fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL.
- 1.37.2 The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- 1.37.3 Details of IEM for this tender is furnished below:
- Shri Otem Dai, IAS (Retd.) iem1@bhel.in*
- Shri Bishwamitra Pandey, IRAS (Retd.) iem2@bhel.in*
- Shri Mukesh Mittal, IRS (Retd.) iem3@bhel.in*
- 1.37.4 Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.
- 1.37.5 No routine correspondences shall be addressed to the IEM (phone/post/email) regarding the clarifications, time, extensions or any other administrative queries, etc. on the tender issues. All such clarifications/ issues shall be addressed directly to the tender issuing (procurement) department / authority.

I/We agree with the above.

Contact Person: Meena Thakran, Dy. Manager (HR-GAX & ISMG)
Contact Address: Corporate Office, BHEL House, Siri Fort, New Delhi
Email: meenat@bhel.in
Phone: 011-66337401
Mobile: 9625062397

1.38. CONFLICT OF INTEREST AMONG BIDDERS/AGENTS: "A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they have controlling partner (s) in common; **or**
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; **or**
- c) they have the same legal representative/agent for purposes of this bid; **or**
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder **or**
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid **or**
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
 1. The principal manufacturer directly or through one Indian agent on his behalf and
 2. Indian/foreign agent on behalf of only one principal;

or
- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid **or**
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business".



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SECTION-II
SPECIAL TERMS & CONDITIONS OF TENDER

2. SPECIAL INSTRUCTION TO BIDDERS

- 2.1. STATUTORY OBLIGATIONS / COMPLIANCES / REQUIREMENTS:** Contractor shall comply with all the statutory requirements, rules, regulations, notifications in relation to employment of his employees, issued from time to time by the concerned authorities. The Contractor shall duly comply with all Acts, Laws, or other Statutory rules, regulations, bye-laws applicable or which might be applicable to **DELHI, Uttar Pradesh-India** with regard to the performance of the work assignments included herein or concerning this Agreement but not limited to **Contract Labour (Regulation & Abolition) Act-1970 and the related Rules, The Minimum Wages Act-1948 and the related rules, The payment of wages Act-1936 and the related rules, The Factories Act -1948, The Employees' Provident Fund & Miscellaneous provisions Act 1952, Employees' Deposit Linked Insurance (EDLI) Scheme-1976, Employees' Pension Scheme-1995, Employees' State Insurance Act-1948 (to the extent as may be applicable, if any), Workmen's Compensation Act-1923 (to the extent as may be applicable, if any), Payment of Bonus Act-1965, Payment of Gratuity Act-1972, Inter-State Migrant Workmen (Regulation of Employment & Conditions of Service) Act-1979, Equal Remuneration Act-1976, Industrial Employment (Standing Order) Act-1960, The Industrial Disputes Act-1947, Income Tax Act (with special reference to TDS U/S 192 TO 195 of the Act), GST Act-2017, The Private Security Agencies (Regulation) Act-2005, Private Security Agencies Central Model Rules, 2020** and the amendments made thereafter to these Acts/ Laws and from time to time take such steps as may be deemed necessary in this regard. 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. Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and also provide a copy of the same to BHEL.
- 2.2.** The Contractor shall also comply with all the guidelines & advisories issued from time to time by Director General Resettlement (DGR), Department of Ex-Servicemen, Ministry of Defence, Govt. of India
- 2.3. DEATH CUM ACCIDENTAL INSURANCE POLICY:** The Contractor shall necessarily buy death cum accidental insurance (24x7) policy for all of his workforce to be deployed under the contract before the start of work. No workforce should enter the BHEL-premises or working area without insurance cover. Copy of the Insurance Policy to be necessarily submitted by the Contractor in the first month itself of start of the contract. The coverage shall be of **₹5.00 Lakhs** per individual. The sum assured (**₹5.00 Lakhs**) shall become payable to the nominee/legal heir in the event of death due to accident of insured person. In the event of death of any member of workforce deployed by the contractor without proper insurance cover, the contractor shall be liable to pay **₹5.00 Lakhs** to the nominee/ legal heir of such deceased member of workforce. Accident Insurance Scheme which will be a one-year cover, renewable from year to year, offering accidental death & disability on account of an accident. The Contractor will be responsible to pay the premium per annum per member for all the workforce during the contract. The Contractor must submit documentary evidence to show coverage of all the workforce under the above-mentioned insurance scheme at all times during the validity of contract. **The bidder(s) have to assess the premium of insurance cover for the entire contract period. Bidders should include the impact of cost of insurance cover in their quote (i.e. Service Charge) itself.**



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- 2.4.** The Contractor will have full and exclusive liability for Wages, PF, ESI, Bonus, Insurance, Uniform etc.; for the personnel deployed by the contractor and other obligation referred under the law now and thereafter imposed by the Government / Local Bodies. The Contractor shall be fully responsible for the timely payment of wages, provident fund, bonus or any other benefits payable under the aforesaid Acts, Laws and regulations to the Workforce engaged by him at the work premises of the BHEL. BHEL shall not be responsible for these payments or any other liability on this account. The Contractor shall also indemnify and compensate BHEL for any liability incurred by BHEL, if any, including costs incurred thereon. In that event. the nominated officer of BHEL shall be entitled to recover the amount so paid, from the contractor, including forfeiture of the Security Deposit; and, if the sum so payable and / the Security Deposit is less than BHEL's claim, it shall be lawful for BHEL to recover the balance amount as a debt from the Contractor.
- 2.5.** BHEL will have no liability whatsoever concerning the workforce deployed by the Contractor for the purpose. Contractor will ensure that the job is executed through his workforce on his rolls and under no circumstances the contractor will deploy any casual workforce to carry out the job nor shall sub-contract the job. Contractors are advised that workforce must be employed without any discrimination on caste or creed basis. Whenever it comes to notice that undue influence (external) is exerted to appoint select workforce, the Contractor shall report the same immediately, with necessary details, to the Head of Executing Department. Any complaints received regarding workforce exploitation (i.e. non-compliance of labour laws, release of less payment/perks, delay in payment etc.) shall be viewed very seriously and necessary action, as deemed fit, shall be initiated against the Contractor. Contractor to take due care of this aspect during execution of the Contract.
- 2.6.** Continuation of the Contract shall be based on the performance of the Contractor. The following parameters shall inter-alia be considered while evaluating performance of the contractor like Timely rendering of services; Quality of works/services; Compliance with statutory requirements; Safety consciousness; Maintenance of staff in proper uniform, Timely payment of wages, and other terms & conditions of contract.
- 2.7.** The Contractor shall perform the work assignments to the best satisfaction of BHEL. In case of continued unsatisfactory performance over a period of time by the Contractor, BHEL shall intimate the same in writing to the Contractor; however, if the performance of the contractor does not improve even thereafter, then, BHEL shall have the right to terminate the contract at the Contractor's risk and cost, by giving one month's notice. In addition, BHEL shall also have the right to forfeit in full, the Security Deposit deposited by the Contractor.
- 2.8.** The Workforce deployed by the Contractor will have no right or claim for the permanent absorption in BHEL.
- 2.9. CARE & TREATMENT:** Contractor or his representative should be in regular touch with all his workforce during all work timings. If any member of workforce falls ill or suffers an accident / injury, the contractor or his authorized representative, shall immediately arrange to take him/her for proper medical care. Delay / ignoring will be treated as violation of contractual obligations. **Provisions of First Aid Facility should be provided & maintained by the Contractor so,** as to be readily accessible during all working hours. Adequate arrangement shall be made for immediate recoupment of the equipment when necessary. In case, while on duty and during the course of engagement in work premises of BHEL under this Agreement, if any of the Contractor's Workforce meet (s) with any injury / indisposition due to accident or other natural calamities, the Contractor shall ensure that immediate and adequate medical aid viz., first -aid and

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subsequent treatment facilities are provided to the person(s) concerned free of cost without fail. In addition, the Contractor shall also be liable for meeting other statutory liabilities like ESI, Insurance etc. Contractor shall make every arrangement to render all the possible assistance to their workforce in such cases. All the facilities required to be provided to workforce under Contract Labour (Regulation & Abolition), Act, 1970 shall be provided by the Contractor.

2.10. RETURNS UNDER LABOUR LAWS: The Unified Shram Suvidha Portal, developed by Government of India, facilitates reporting of inspections & submission of Returns and has also been envisaged as a single point of contact between employer, employee and enforcement agencies bringing in transparency in their day-to-day interactions. For integration of data among various enforcement Agencies, the Contractor, as an inspectable unit, is required to register and obtain Labour Identification Number (i.e. LIN) from Shram Suvidha Portal and submit the same in BHEL. Single Online Common Annual Return under 9 Central Labour Acts {(1) Payment of Wages Act, 1936 (2) Minimum Wages Act, 1948 (3) Contract Labour (Regulation and Abolition) Act, 1970 (4) Maternity Benefit Act, 1961 (5) Building and Other Construction Workers (Regulation of Employment and Condition of Service) Act, 1996 (6) Payment of Bonus Act, 1965 (7) Inter-State Migrant Workmen (Regulation of Employment and conditions of Service) Act, 1979 (8) Industrial Disputes Act, 1947 (9) The Mines Act 1952} has been made operational on Shram Suvidha Portal since 24th April 2015 to facilitate filing of simplified Single Online Return by the establishments instead of filing separate Returns, under the Various Acts and same shall be duly filed by the contractor with a copy to BHEL. The Contractor shall submit annual returns in Form-6A and Form 3A, prescribed under statutory EPF scheme, 1952 and annual returns in Form-6 prescribed under ESI Act, in respect of all the workforce (wherever applicable) deployed by him with a copy to BHEL.

2.11. REGISTERS AND RECORDS AND COLLECTION OF STATISTICS: All registers and other records required to be maintained under various Labour Laws Rules, shall be maintained complete and up-to-date, and, unless otherwise provided for, shall be kept with Work Supervisor or the nearest convenient building within the precincts of the workplace or at a place within a radius of three kilometers. Such registers shall be maintained legibly in English and Hindi or in the language understood by the majority of the workforce. In case of any call seeking information or statistics in relation to contract labour at any time by an order in writing, the same should be provided without fail. The contractor shall maintain all Register(s); or alternative suitable Register(s) in lieu of any of the registers prescribed below, may be used with the previous approval of the Competent Authority in order to avoid duplication of work for compliance with the provisions of any other Act or the rules framed thereunder for any other laws or regulation or in cases where mechanized pay rolls are introduced for better administration.

2.11.1 Contract Labour (Regulation & Abolition), Act, 1970 & Payment of Wages Act, 1936:

- Employee Register in FORM- A.
- Wage Register in FORM- B.
- Register of Loan / Recoveries in FORM- C
- Attendance Register in FORM- D.
- Employment Card in FORM – XII
- Copies of Wage Slips in FORM – XIX.
- Copies of Half-Yearly Returns in in FORM – XXIV.

2.11.2 Employee State Insurance Act, 1948:

- Register of employees in FORM-6



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- Accident Book in FORM-11

2.11.3 Employees Provident Fund & Miscellaneous Provisions Act, 1952: The Contractor has to maintain the Eligibility Register and Online Returns submitted in compliance to Para 36B of the EPD Scheme 1952. Copies of Nomination cum Declaration prescribed under the Payment of Wages Act 1936, The Employees Provident Fund & Miscellaneous Provisions Act 1952, and The ESI Act 1948.

2.11.4 The Payment of Bonus Act, 1962:

- Register showing the details of the amount of bonus due to each of the contract workers, the deductions under Sections 17 and 18 and the amount actually disbursed, in **FORM- C**.
- The contractor shall send a return in **FORM – D** to the Inspector so as to reach him within 30 days after the expiry of the time limit specified in Section 19 for payment of Bonus.

2.11.5 The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017: Ministry of Labour & Employment has since notified "Ease of Compliance to maintain Registers under various Labour Laws Rules, 2017" on 21st February 2017 which has in effect replaced the 56 Registers/Forms under 9 Central Labour Laws and Rules made thereunder in to 5 common Registers/Forms. This will save efforts, costs and lessen the compliance burden by various establishments. These Rules are available on the Website of this Ministry at the link below: <http://labour.gov.in/whatsnew/ease-compliance-maintain-registers-under-various-labour-laws-rules-2017>

- Employee Register – FORM A.
- Wage Register – FORM B.
- Register of Loan/Recoveries – FORM C.
- Attendance Register – FORM D.

2.12. The contractor shall comply with all norms stipulated by BHEL such as gate passes, discipline & decency at and around the work site etc.

2.13. No excuses for hindrance viz. jungle, extreme weather condition, non-availability of workforce, non-availability of funds etc. will be entertained for not completing the work during the entire contract period.

2.14. The Contractor shall indemnify and compensate BHEL, if BHEL as Principal Employer under the Contract Labour (Regulation and Abolition) Act, 1970 becomes liable to assume any liability towards the workforce engaged by the contractor. In that event, the provisions relating to recover as provided in relevant clauses of the said Act shall be applicable in toto.

2.15. CONDUCT: Contractor shall behave properly with the dealing officials of BHEL and shall not use baseless or unparliamentary word or language in verbal/written communications against any officials of BHEL. Such act on part of the contractor, the same shall be viewed seriously by BHEL and suitable action, as deemed fit, shall be taken by BHEL. The Proprietors/director(s)/ authorized representative(s) on behalf of Contractor shall visit the work premise of BHEL covered under this Agreement once in 15-days during the working hours and meet BHEL representative (an executive nominated by BHEL) as a matter of routine for maintaining regular contacts and ensuring effective coordination on all related issues of Agreements. The contractor shall not indulge in any form of coercion, intimidation, threats, fake allegations acts which prevent / obstruct BHEL Officials in



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discharging their duties. If any discrepancy comes to notice in this respect on part of the contractor, the same shall be viewed seriously by BHEL and suitable action, as deemed fit, shall be taken by BHEL. The contractor shall not circulate any misleading papers / pamphlets / advertisements / any social media which are factually not correct / defamatory to officials or to BHEL.

- 2.16.** In the event of termination of contract for any reason whatsoever or on completion of contract, the contractor shall withdraw all his workforce from the establishment of BHEL. In case the contractor has to discontinue services of any workforce (due to any reason) deployed under this agreement at any of BHEL premise, he should settle all statutory dues/payments of such individual immediately. In case of failure to do so, necessary penal action shall be taken against the Contractor.
- 2.17.** The Contractor will maintain an instruction book at job premises, serially numbered on each page, so that our visiting officers can issue instructions regarding progress and quality of job to the Contractor. The Contractor or the contractor representative will sign in the instruction book in token of receipt of and understanding of such instructions. Action taken on the instructions by the contractor or the contractor's representative shall be intimated to Officer-in-Charge or any other authorized representative of BHEL and their comment be recorded in the instruction book.
- 2.18.** Successful bidder shall abide by all the rules / regulations / status imposed by the Govt. or other concerned authorities. The contractor will be responsible for workmen's compensation & other requirements of local Municipalities / Govt. or any other law regulating bodies.
- 2.19.** Successful bidder shall have to execute "Contract Agreement" on a non-judicial stamp paper of ₹100/- at DELHI-India, immediately after the issuance of LOI / Work Order. Payment will not be released if agreement is not signed & submitted.
- 2.20. LABOUR LICENCE:** The Contractor shall have to obtain labour license {(as on date- if the number of workforce deployed is more than 19) from appropriate government (as on date Central Government)} by taking up the job on contractual basis under Contract Labour (Regulation and Abolition) Act-1970 and submit the copy of licence to BHEL within 15 days from the date of placement of Work Order / LOI. No contractor to whom Contract Labour (Regulation and Abolition) Act-1970 applies shall supply or engage contract labours in the establishment or undertake or execute the work through contract labour without a valid labour licence. In case the number of workforce desired to be deployed by the contractor against the contract during execution exceeds the number of workforce allowed in the license, then the contractor shall obtain prior amended valid labour license for the contract for the requisite number of workforce.
- 2.21. IDENTITY:** The Contractor shall ensure that the Workforces engaged by him must wear & display ID-cards prominently on their uniform during their duty period (as the same duly endorsed by BHEL). Each Workforce shall also wear his name badge (to be issued by the contractor) while on duty. All the personnel so deployed will follow strictly the security regulations of the BHEL, in vogue from time to time.
- 2.22. ISSUE OF PHOTO IDENTITY CARD:** Every security guard or supervisor shall be issued a photo identity card, by the security Agency employing or engaging the guard. The photo identity card shall be issued in such form as may be prescribed under PSARA Act-2005. Every security guard or supervisor shall carry on his person the photo identity card issued and shall produce it on demand for inspection by BHEL.

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2.23. ATTENDANCE RECORD: Attendance of the workforce deployed by the Contractor will be maintained by the Contractor and copy of such document duly signed & stamped by the Contractor shall be provided to BHEL. Contract shall provide proper Biometric Employment cards for the contract workers to be deployed by him for Work/Services, duly signed by the contractor or authorized person on behalf of contractor. **Contractor is required to install/arrange Bio-Matric Attendance System to regulate attendance of the workforce engaged by them. Contractor shall provide proper Biometric Employment cards for the workforce to be deployed by him for Work/Services, duly signed by the contractor or authorized person on behalf of contractor. All the workforce deployed by the Contractor at work premises should also mark their attendance in the Bio-Matric Attendance System installed at BHEL premises. For the same, the Contractor should complete all formalities before deployment of workforce at work premises.** However, a physical attendance register (Muster-Roll) shall be also maintained by the concerned Work Supervisor of the Contractor at work premise for physical verification by BHEL / statutory authorities.

2.24. CHARACTER VERIFICATION AND ANTECEDENCE: Before any person is engaged as a security guard or supervisor, the Agency shall satisfy itself about the character and antecedents of such person in any one or more of the following manner, namely:-

(a) by relying upon the character and antecedents verification certificate produced by the person:

Provided that the character and antecedent certificate shall be valid and the Agency does not have any adverse report regarding the person's character and antecedents from any other source;

(b) by accessing electronic databases of crime and criminal like the Crime and Criminal Tracking Networks and Systems (CCTNS), Interoperable Criminal Justice System (ICJS) for verification of the character and antecedents through the Controlling Authority or the Police.

In case the contractor desires to change the Workforce deployed by him/her due to any reason or BHEL requires the Contractor to withdraw any workmen, the new incumbent (replacement) should be deployed with the clearance of BHEL, subject to verification as explained above.

2.25. WAGES:

2.25.1. Wages are subject to amendments as & when promulgated from time to time by DGR. The Contractor will pay wages to his Security Guard / Supervisor so engaged (for deployment under this contract) not less than the wages as prescribed by DGR (enumerated at Annexure-E & F). Increase of VDA (variable dearness allowance) as & when notified by DGR subsequent to the floating of tender will be incorporated in the monthly wage calculation.

2.25.2. Components of Wages / Statutory Payments (i.e. Rates of Wages, Rates of Contribution by Employer & Employee towards EPF & ESI, Rates of Contribution by Employer towards Bonus, Rates of Overtime Wages etc.) will also be payable to the Contractor as per applicable latest rules/acts/regulations & policies promulgate by Competent Government Authority.

2.25.3. Every contractor shall issue wage slips, to the workmen at least a day prior to the disbursement of wages. The Wage slip must bear the Contractor's name & logo etc. The 'Wage Slip' must also mention clearly the Name & ID of individual, all the wage



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components. Besides, UAN, PF Account No., ESI Account No., all other relevant details must also be mentioned on the 'Wage Slip'. The Contractor will be responsible for Maintenance of records / exhibiting of notices / issue of wage slips etc.

- 2.25.4. The contractor shall fix wage periods in respect of which wages shall be payable.
- 2.25.5. No wage period shall exceed one month.
- 2.25.6. Where the employment of any member of workforce is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the day on which his employment is terminated.
- 2.25.7. All payments of wages shall be made on a working day and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
- 2.25.8. Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act, 1936 (4 of 1936).
- 2.25.9. An executive nominated by BHEL shall record under his signature a certificate at the end of the entries in the Register of Wages or the [Register of Wages-cum-Muster Roll] as the case may be, in the following form: "*Certified that the amount shown in column No. ... has been paid to the workman concerned on at*"

2.26. BONUS: The contractor shall be liable to pay statutory bonus under The Payment of Bonus Act 1965 and submit proof of disbursement. The contractor shall ensure the payment of Min. Bonus @8.33% as per Payment of Bonus Amendment Act 2015. Same is applicable for the Wages up to ₹21,000/-. As per Bonus Amendment Act-2015, bonus is to be computed on ₹7,000/- or the minimum wage for the scheduled employment, as fixed by the Appropriate Government, whichever is higher. The contractor shall strictly comply with the provisions of The Payment of Bonus Act 1965 and The Payment of Bonus Amendment Act-2015. The Contractor has to disburse the payment of Bonus to their workforce within a period of eight months from the close of the accounting year. Payment against Min. Bonus shall be made to the contractor when the contractor submits proof of such payment at the end of one accounting year i.e. annual basis (and not with every monthly bill).

2.27. The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made there-under in respect of all workforce employed by him in the services/works. If in compliance with the terms of the contract, the Contractor shall supply any workforce to be used wholly or partly under the direct orders and control of BHEL whether in connection with the works to be executed hereunder or otherwise for the purpose of BHEL, such workforce shall nevertheless be deemed to comprise persons employed by the contractor and any moneys which may be ordered to be paid by BHEL shall be deemed to be money payable by BHEL on behalf of the Contractor and BHEL may on failure of the Contractor to repay such money to BHEL deduct the same from any money due to the Contractor in terms of the contract. BHEL shall be entitled to deduct from any money due to the contractor (whether under this contract or any other contract) all money paid or payable by BHEL by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of BHEL upon any question arising out of the effect or force of this Clause shall be final and binding upon the Contractor.

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- 2.28. EPF:** The Contractor shall comply with the provisions of Employees Provident Fund Scheme, 1952; Employees' Pension Scheme, 1995; and Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of Employees Provident Fund & Miscellaneous Provisions Act, 1952, wherever applicable and shall also indemnify BHEL from and against any claims under the aforesaid Act and the Rules. The Contractor should allot PF account number and get the nomination form, duly filled in, from each member of workforce deployed by him at the time of joining. Each member of workforce must have his/her Provident Fund KYC completed and his respective UAN must have been allocated. All the Workforce must possess "UAN Card" having an active UAN (Universal Account Number) so that they can avail all the intended benefits of EPF. The contractor shall deposit Employees and Employer Contributions in the designated accounts with the designated authority for each wage month. After termination of contract or on completion of contract, the contractor shall provide due assistance to their workforce for withdrawal of PF/Pension amount, when due. The Contractor shall liaison with the PF officials to get the annual PF slips and distribute amongst their own workforce.
- 2.29. ESI:** The contractor shall strictly comply with the provision of Employees' State Insurance Act-1948 (to the extent as may be applicable, if any). The Contractor should allot ESI account number and get the nomination form, duly filled in, from each member of workforce deployed by him at the time of joining. At the time of joining, the contractor shall get the self / family registration form filled by each member of workforce and submit to the local ESI office. All eligible Workforce must possess "ESIC SMART PEHCHAN CARD" so that they can avail medical & other intended benefits of ESIC. The contractor shall facilitate collection of issued ESI cards by his workforce.
- 2.30.** Online Electronic Cum Challan Receipt (ECR) is available for both EPFO and ESIC independently. Filing & Payment of contribution is also online with no requirement of any paper document. Establishments can also online file a common Electronic Cum Challan Receipt (ECR) for both EPFO and ESIC on Shram Suvidha Portal.
- 2.31.** The contractor should ensure / check that if your new joining employee (if any) was earlier working & issued with any UAN / ESI Card, if so, insert his details (old) in your portal otherwise register your new workforce immediately.
- 2.32.** The contractor shall also update mobile/telephone/e-mail/family details/ KYC etc. particulars of all workforce in the EPFO & ESIC portals to enable them to avail all the intended benefits under EPF and ESIC schemes. This will also help statutory authorities in approaching workforce to deliver services/advice quickly.
- 2.33.** The Contractor shall immediately at the time of employment / deployment of any workforce, inform the individual of his rights / benefits (under EPF / ESI etc. schemes) & duties, in writing as well as through electronic means, in English or Hindi or in the official language of the area of deployment, as may be understood by the individual.
- 2.34.** The Contractor has to mandatorily provide comprehensive day-long training for the awareness of labour laws, benefits under various Social Security Schemes, grievance Redressal mechanism, duties, scope of work, safety & health measures, BHEL's security rules & regulations, any other provisions applicable to his Security Guard / Supervisor deployed by him at BHEL premises under this contract. The Contractor has to submit documentary proof / evidence (along with first bill) to BHEL having conducted such a training to all Security Guards / Supervisors. In case of security personnel engaged from non-ESM background, the Contractor shall render certificate that such security personnel have gone through three days Security Awareness & Consciousness Training Programme conducted / sponsored by the Agency.



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2.35. CHARGES FOR EXTRA SERVICES / OVER TIME: In addition to normal duty hours, extra services may be required. However, the Contractor shall not render any extra services unless he receives specific written instructions in writing from authorized representative(s) of BHEL. Moreover, when any member of workforce works for more than 48 hours in any week, he/she is entitled for wages on overtime rates i.e. double the ordinary rates of wages. It is provided therein that where a member of workforce is required to work beyond the normal hours of work or on any day of rest, he/she shall be entitled to wages at rate of twice his/her ordinary rate of wages in respect of the overtime work or work done on a day of rest, as the case may be. Break-up of OT rates is placed at **Annexure-G**. Computation of extra duty hours shall be done on weekly basis. When payment is made on monthly scale of pay, the daily rate of wages can be obtained only by dividing the amount of wages for 30 days by 26. Further, due to any reason, the duty hours performed by a member of workforce are less than 48 hours for that particular week, per hour charges for extra hour shall be same as rate of wages per hour. The work hours may be increased up to 54 hours a week subject to the condition that overtime work hours do not exceed 150 in one year. As far as payment of Overtime / Extra Services is concerned, due care and control to be exercised by the Contractor and BHEL.

2.36. WEEKLY-OFF: Every Security Guard / Supervisor must be allowed at least one day of **rest/weekly-off** for every six continuous working days.

- Granting of weekly off is to be carried out by the Contractor without compromising the sanctioned strength for deployment.
- The Contractor will maintain proper records of weekly-off granted to the concerned Security Guard / Supervisor.
- As per DGR, Security Guards & Supervisors are allowed a day rest after continuous period of 06 days' work every week.
- In case of Round the clock point, Security agencies have to deploy additional Security Guard / Supervisor at such points & so, is liable for the payment of Relieving Charges.
- In case of Office-Hour points, Security agencies are not liable for the payment of Relieving Charges.

2.37. NATURE OF SERVICES: The Contractor shall perform all the job / services as details mentioned in **Section-III** on day to day basis.

2.38. WORKING TIME Security personnel deployed shall safeguard movable/immovable property of BHEL in his areas of responsibility. The Working hours' /shift timings are as under: -

- (a) I shift 0600 to 1400 hrs
- (b) II Shift 1400 to 2200 hrs
- (c) III Shift 2200 to 0600 hrs
- (d) General Shift / Office Hours 0900 to 1730 hrs

OR as and when revised / notified as per work requirement.

2.39. BHEL shall have the full right to change the Shift timings as per BHEL requirement, anytime, during the contract period, without any implication on contract terms & conditions. In such case, Contractor will depute the Security Personnel as per changed timings.

2.40. BHEL reserves the right to ask the Contractor to deploy extra Security Guard / Supervisor for some shifts/hours (Over time) on any particular day due to VIP visits, functions, Industrial disturbances, security threat and other emergent situations etc.

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- 2.41.** The Contractor shall deploy security personnel in any of the specified shift and automatically provide the suitable replacements. Initially the number of security personnel shall be as per the requirement mentioned in this tender document. However, this number is liable to be increased / decreased by BHEL subject to the requirement, on the same terms & conditions. The Contractor shall meet this change in requirement and deploy the security personnel accordingly without fail.
- 2.42.** The security personnel provided by the Contractor for duty may be rotated to various posts from time to time. The weekly offs and leaves shall be granted to them judiciously without compromising the sanctioned strength for deployment.
- 2.43. UNIFORM:** The Contractor has to ensure that uniform and turnout of the guards shall be smart and proper at all times. Thus, it will be the responsibility of Contractor to provide adequate uniform and protective clothing items to all Security Guard / Supervisor deployed by them. It is also to be noted by the Agency that since BHEL is making payment of uniform allowance to the Agency, BHEL reserves the right to check the same. The Contractor will be solely responsible to procure and issue the prescribed uniform and accessories to the guards/supervisors deployed by him and details of the same have been appended below. The uniform shall not be similar to any color/ pattern prohibited by any existing law in force in the country. The Contractor shall ensure that while on duty, his Security Guard / Supervisor put proper uniforms in distinctive color code and in neat and clean conditions issued to them by the Contractor.

Sl. No.	Item	Quantity	Uniform Articles For
1	Stitched Uniform	02 sets	Male Guard / Supervisor (S. No. 1 to 12)
2	Black leather shoes	01 pair	
3	Socks Black	02 pairs	
4	Black leather belt	01 pc	
5	Security Shoulder Badge	02 Pairs	
6	Name Plate (Plastic)	01 pc	
7	Beret cap & Lanyard	01 Pc each	
8	Cap Badge	02 Pcs	
9	Whistle (Metal)	01 Pc	
10	Lathi Cane	01 Pc	
11	Jersey Woollen	01 Pc	
12	Rain coat etc.	01 Pc	
13	Saree with blouse / Suit Length	02 sets	For Female Guard (S. No. 13 to 21), if any
14	Black leather Footwear	01 pair	
15	Socks Black/Blue	02 pairs	
16	Name Plate (Plastic)	01 pc	
17	Blazer	01 Pc	
18	Security Shoulder Badge	02 Pairs	
19	Lanyard	01 Pc each	
20	Whistle (Metal)	01 Pc	
21	Umbrella etc.	01 Pc	

- 2.44.** In addition to the above, the Contractor shall issue re-chargeable torch for each post manned by his guards. Further, as per the instruction of Security Officer, ceremonial dress to be worn by the guards during VIP visit and other ceremonial functions.

- 2.45.** The Contractor shall ensure all precautionary measures for safety of personnel engaged.



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- 2.46.** All the security personnel deputed by Contractor shall act according to law to protect the right of defense of properties belonging to BHEL and shall render all necessary information, oral/ written and also render physical assistance to the police/ Civil/ other authorities in this behalf. However, security personnel shall not disclose any information about BHEL to any third party/ any other person not concerned with the information. This will not apply to the information meant for public.
- 2.47.** The Contractor shall indemnify and hold BHEL harmless from and against all claims, damages, losses or expenses arising out of or resulting from the work/ services under the contract or while complying with the provisions of applicable statutes whether direct, indirect or consequential as the case may be.
- 2.48.** It shall be the sole responsibility of the Contractor to settle disputes, if any arising out of the engagement between himself and the Personnel engaged by him and the Management of BHEL shall not in any way be responsible, in the event, any personnel approaches the Competent Authority under the Act or the Court. The entire expenses in this behalf shall be borne by the Contractor.
- 2.49.** The entire administration and deployment of the Security Workforce will be the responsibility of the Agency. Senior Officers of the Agency shall visit and check their Security Workforce periodically in different shift and monitor their performance.

2.50. Safety, Health and Environment (SHE) MANAGEMENT:

- 2.50.1. All necessary precautions for safety of the man / machine, fire hazard & environmental aspects shall have to be taken by the Contractor for the activities performed by his workforce.
- 2.50.2. The Contractor will be responsible for meeting all obligations for providing a safe and healthy workplace for its workforce. The contractor will be responsible for frequent and regular safety inspections of the worksites, materials, and equipment by its competent employees.
- 2.50.3. **Safety and Personal Protective Equipment:** Unless otherwise specified, the contractor is responsible for providing all necessary safety and personal protective equipment (PPE) needed by its workforce. This equipment must meet appropriate OSHA requirements and be in good working order. The contractor shall ensure that its workforce have received appropriate training on the use and maintenance of safety and PPE prior to its use. Failure to correctly use appropriate safety equipment is a violation of the contract and may result in penalty in line with tender T & C.
- 2.50.4. **Safety Training:** The contractor must ensure that its employees have completed appropriate health and safety training when required by statute/regulation and provide documentation of such training when required by BHEL.
- 2.50.5. **Safety and Health Plan:** The contractor must develop and implement a comprehensive health and safety plan for his or her workforce, which covers all aspects of operations and activities associated with the contract. This plan must comply with all statutorily applicable health and safety regulations and any project-specific requirements that BHEL has specified.
- 2.50.6. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the "**National Policy on Safety, Health and Environment at Workplace**".



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- 2.50.7. During the course of the contract, situations of non-compliance with the contractor's safety and health plan or BHEL's safety and health requirements, will be brought to the attention of the Contractor verbally and will immediately be followed-up in writing. Failure to correct the violation or continued violations shall be grounds for termination of the contract.
- 2.51.** BHEL shall have no direct responsibility / liability in respect of the Security Guard / Supervisor engaged by the Contractor on Job Contract Basis under this Agreement.
- 2.52.** At BHEL, no representatives on behalf of Contractor /Security Agency will be entertained. Proprietors/directors only will be allowed for any query/discussion. The proprietor will present himself in person for all dealings with BHEL. No dealing through representatives on Power of Attorney are permitted.
- 2.53.** The Contractor shall maintain all statutory registers under the Law. The Contractor shall produce the same, on demand, to the concerned authority of BHEL or any other authority under Law.
- 2.54.** In case, the Contractor fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof BHEL is put to any loss / obligation, monetary or otherwise, BHEL will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Contractor, to the extent of the loss or obligation in monetary terms.
- 2.55.** BHEL reserves the right to withdraw / relax any of the terms and condition mentioned, so as to overcome the problem encountered at a later stage.
- 2.56.** 10% of the Security Guard / Supervisor deployed for security duty (during all duty hours) should have training in Fire Fighting & First Aid and in possession of driving license for driving the vehicle when the need arises. The Security Guards provided by the Contractor preferably should be below 50 years of age, of medical category "GOOD" and possessing the qualification matric / Defence qualification equivalent to matric. However, the upper age limit of a Security Guard and Supervisor will be 65 Years in consonance with PSARA Act 2005. A guard should be free from evidence of any contagious or infectious disease. He should not be suffering from any disease which is likely to be aggravated by service or is likely to render him unfit for service or endanger the health of the public.
- 2.57.** Successful Contractor has to deploy the minimum workforce as emphasized in the scope of services in the contract at any given day. Any deficiencies of the scope of services, the monthly payment of the Job / services get deducted to the tune of shortages on account of absenteeism.
- 2.58.** At least 90 percent ESM (Ex-Servicemen) and Maximum 10% Trained Security Guards of Non-Ex-serviceman background having experience in industrial security with matriculation as minimum qualification along with fulfilling all other eligibility conditions as prescribed under PSARA Act-2005 and Private Security Agencies Central Model Rules, 2020 would be employed/engaged/deployed by the Security Agency. Every private security Agency may, while employing a person as a private security guard, give preference to a person who has served as a member in one or more, namely: - (i) Army; (ii) Navy; (iii) Air Force; (iv) any other armed forces of the Union; (v) Police, including armed constabularies of States; and (vi) Home Guards.
- 2.59.** The ESM will submit Notarized Rent Agreement for office space in the local area within 30 days of first award of contract. In case of self/spouse/dependent owned premises no such agreement is required. The Security Agency shall have an Office at **DELHI**, in case of

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contract being awarded to the Agency. The office must be capable of handling the contract with competent and sufficient number of persons.

- 2.60. SUBMISSION OF RETURNS:** The Contractor will submit periodical returns as may be specified from time to time by DGR / BHEL / statutory authority and as prescribed under various labour laws and will maintain all necessary records / reports in this regard. The Contractor shall submit Half Yearly / Yearly Returns to Regional Labour Commissioner or appropriate Authority as required under Contract Labour (Regulation & Abolition) Act 1970 and forward a copy to BHEL also. Security Agency is required to furnish six monthly Guards Updation Strength Report to DGR duly countersigned by BHEL.
- 2.61. LICENCE TO BE EXHIBITED-** Security Agency shall exhibit its licenses (i.e. PSARA Licence, Labour License etc.) or copy thereof in a conspicuous place of its business (i.e. BHEL Premise).
- 2.62.** All the workforce of Contractor shall render necessary assistance to the police or to BHEL's authority in the process of any investigation pertaining to the activities of that Contractor.
- 2.63.** The register required to be maintained under the Private Security Agencies (Regulation) Act, 2005 by the Agency shall be maintained electronically in **Form-X**.
- 2.64.** Security agency shall issue and make it obligatory for its security guards to put on:
- an arm badge distinguishing the Agency;
 - shoulder or chest badge to indicate his position in the Agency;
 - whistle attached to the whistle cord and to be kept in the left pocket;
 - shoes with eyelet and laces;
 - a headgear which may also carry the distinguishing mark of the Agency.
- 2.65.** The clothes wear by the security guard while on active duty shall be such that they do not hamper in his efficient performance. In particular they shall neither be too tight nor too loose as to obstruct movement or bending of limbs. Every security guard shall carry a notebook and a writing instrument with him. Every security guard while on active security duty shall wear and display photo-identity card.
- 2.66.** Guards/Supervisors deployed at BHEL-premises should be trained in the following subjects, namely: -
- conduct in Public and correct wearing of uniform;
 - physical security, security of the assets, security of the building, personnel security, household security;
 - firefighting;
 - crowd control;
 - examining identity cards, passports and smart cards;
 - identification of improvised explosive devices;
 - first-Aid;
 - crisis response and disasters management;
 - rudimentary knowledge of Indian Penal Code, right to private defense, procedure for lodging first information report in the police station,
 - use of security equipments and devices (for example; security alarms and screening equipments);
 - leadership and management (for supervisors only).



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SECTION-III**SCOPE OF WORK / SERVICES****3. Location-wise points for providing Security Services at DELHI based BHEL Premises:**

S. No.	Location	Security Guard		Supervisor		Total Shift)
		** Round the clock	Addl. Office hours	** Round the clock	Addl. Office hours	
i	BHEL House & AGVC Flats, Siri Fort, New Delhi	13 (39 shifts)	8 (8 Shifts)	1 (3 shifts)	0	50
ii	BHEL Industry Sector-Lodhi Road, New Delhi	02 (06 shifts)	1 (1 Shift)	0	1 (1 Shift)	8
	Total	45	9	3	1	58

Note: ** Round the clock duty shall be managed in 3 shifts of 8 hours' duty each.

3.1. Job Requirements/Scope of Services: The Security Services will be provided by the Agency as detailed above which shall include the following:

- 3.1.1. To perform duty maintaining integrity, orderliness and discipline and extend all courtesy to visitors, customers and BHEL employees.
- 3.1.2. To guard / patrol / check and supervise as per job contract requirement during day and night and ensure that no theft, pilferage, trespass, accident, nuisance, disturbance of peace and orderliness etc. take place in the area of duty.
- 3.1.3. To take all preventive measures for avoiding fire or any sort of accident. As soon as any fire/accident comes to the notice, immediate action shall be taken for firefighting along with informing building owners, fire office and BHEL authorities without any delay.
- 3.1.4. To man entry points, regulate and check the flow of men, materials etc. and ensure that every Entry / Exit is as per valid documents and keep a record of the same as per procedures of the company. Office premise shall be guarded properly in such a manner that no company property is taken away by unauthorized persons.
- 3.1.5. To apprehend immediately any trespasser or person moving unauthorized and under suspicious circumstances, and deal with him / her as per law, in consultation with the BHEL's representative/Chief Security Officer (CSO).
- 3.1.6. To watch habitual offenders and mischief makers and inform the company, if anything unusual is noticed.
- 3.1.7. To provide protection in case of assault / apprehension of assault to any employee/ visitors/ customers of the company in BHEL's premise.
- 3.1.8. To seize goods not found in order or suspected to be stolen, and hand over the same to the company.
- 3.1.9. If any untoward occurrence in the premises is noticed then, same shall be immediately brought to the notice of the company without delay; preferably in writing.

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- 3.1.10. To liaison with the Police, Fire service, civil authorities and Red Cross Society as and when required.
- 3.1.11. To inspect the fire equipment, water hydrants, CCTV periodically and also ensure that they are operational. **To carry out periodic mock drills.**
- 3.1.12. Tools and tackles will comprise of Torches, Batons, Lathi-Sticks, Guns / Rifles if required and permissible.
- 3.1.13. To ensure that all electrical switches are switched off and water taps are turned off as required while closing the office premises.
- 3.1.14. The Agency will maintain proper records / documents as required in connection with duties.
- 3.1.15. Any other duties related to security of premise and firefighting shall be under the scope of the Agency.
- 3.1.16. The Contractor will also install metal detector doors (at least two in one office complex) at all main entrance(s) of office building/BHEL premise and will make arrangements for frisking of visitors & customers. Location of installation of such equipment shall vary as per discretion of BHEL's representative. No extra payment shall be done by BHEL for same.
- 3.1.17. The Contractor shall provide uniformed and trained personnel and use its best endeavors to provide assistance in security, monitoring, surveillance of the land, building & other property, equipments, materials and staff working at BHEL premises.
- 3.1.18. The Contractor shall be responsible for security arrangements as per BHEL's requirement. Security personnel will be deployed for assisting in guarding, patrolling, checking and other security related duties so as to avoid any loss to BHEL and keep the premises free from all nuisances.
- 3.1.19. The Contractor shall provide security personnel on all days after granting weekly off / holidays / leave etc. On Sunday/weekly off or declared holidays or at night shift/III shift, posting of female security guard is not advisable.
- 3.1.20. These personnel should be conversant with vigilance, surface intelligence and security work.
- 3.1.21. They should be able to read and write Hindi and/ or English.
- 3.1.22. The personnel engaged have to be courteous with pleasant mannerism in dealing with the staff/ visitors of BHEL and should project an image of utmost discipline.
- 3.1.23. Each and every vehicle of visitor(s) shall be properly checked before entry of same in the premise and proper entry of such vehicle shall be maintained like name of visitor, name of official whom the visitor is going to visit, details of vehicle etc. In and out time of such vehicles shall be properly maintained.
- 3.1.24. Data base of all residents of Township shall be maintained at the main entrance(s) only like name of resident, phone no, flat no., vehicle no. etc. Whenever a visitor visits, call shall be made to the respective resident and cross verification shall be done about the

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visitor and then only visitor shall be allowed to visit the premises after making proper entry as explained in above points.

3.1.25. No unauthorized person shall be allowed to enter in the premise.

3.1.26. The Contractor shall also make arrangements/availability of at-least six walkie-talkies and same shall be available at six major check-points. No extra payment shall be made by BHEL for same.

3.2. SUPERVISORY SERVICES: Due supervision of jobs at the work premises shall be ensured by the Contractor's Security Supervisors daily for closely monitoring services under the contract and Security Supervisors shall be equipped with cell phone facility for effective coordination with BHEL. The major responsibility of the Security Supervisors would be as under:

3.2.1. The security supervisor will monitor his workforce by patrolling with them.

3.2.2. The supervisor will also responsible for monitoring the electronic surveillance equipment used on the premises.

3.2.3. Each day, the supervisor will assign areas for his guards to patrol and presents a list of potential problems his guards should be on the lookout for.

3.2.4. The supervisor will develop safety plans for the BHEL premise he monitors.

3.2.5. He will lead periodic safety drills for employees and patrons in the business.

3.2.6. Evaluate, assess and analyze performance of security personnel.

3.2.7. Develop and implement preventative measures against accidents, thefts and other risks.

3.2.8. Ensure compliance of applicable policies and regulations while implementing security measures.



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SECTION-IV**COMMERCIAL TERMS & CONDITIONS****4. COMMERCIAL TERMS & CONDITIONS:****4.1. PAYMENT TERMS:**

- 4.1.1. Bill (on monthly basis) complete in all respect along with all the requisite documents submitted by the Contractor to respective location of BHEL office will be paid within 15 days of its receipt.
- 4.1.2. The Contractor will have to intimate the bank account number, and other details of the bank to enable BHEL to credit the payments into the account.
- 4.1.3. No interest shall be payable for delay in making the payments. The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.

4.2. TAXES & DUTIES:

- 4.2.1 Contractor shall submit GST compliant Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. The successful bidder shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services. Payment shall be made to the contractor only after submission of GST complaint Tax invoice and reflection of same against BHEL-GSTIN at GST-Portal.
- 4.2.2 BHEL reserves the right to protect its interest against any loss on account of availability of GST credit, if applicable.
- 4.2.3 GSTIN of BHEL will be provided to the contractor along with the work order.
- 4.2.4 Any new/change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
- 4.2.5 Payment to the contractor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST Act, as amended from time to time and a certificate to this effect shall be provided to the contractor by BHEL.
- 4.2.6 The Contractor has to give an undertaking that GST as mentioned in the invoice has been/will be paid and also file returns as per respective extant rule.

4.3. PENALTY CLAUSES: The penalties being in the nature of liquidated damages would be liable to be imposed on the Contractor for violation/breach of the clauses/obligations under the contract/applicable conditions of contract and shall be notified by BHEL as per the terms indicated in the contract/conditions of contract. The Contractor shall be given 3 days to respond to the levying of penalties being in the nature of liquidated damages and submit representations, if any. The representations shall be suitably considered by BHEL and decision taken shall be final and binding.

The said penalties imposed, being in the nature of liquidated damages shall be deductible from payments due to the Contractor and/or from the Security Deposit. In the event the payments due to the Contractor and the security deposit available with BHEL falls short of the total penalty being in the nature of liquidated damages recoverable from the Contractor, the Contractor shall, on first written demand by BHEL pay to BHEL without demur or dispute the said sum as per BHEL's demand notwithstanding the pendency of any investigation/

I/We agree with the above.

inquiry/ legal proceedings whatsoever before any Court/Tribunal/Authority etc. The nature of loss including but not limited to quantum, impact etc., as determined by BHEL shall be final and binding on the Contractor.

- 4.3.1. Failure to provide services owing to unavailability of requisite number of Security Guard / Supervisor, unwarranted behaviour / indiscipline of the Security Guard / Supervisor or any other reason(s) shall attract adverse remarks, which may be included in the Performance Certificate and / or attract any legal /administrative action on Contractor or on Contractor's workforce or both, as deemed fit.
- 4.3.2. **INCIDENTS RESULTING IN TERMINATION OF CONTRACT:** Following incidents will be considered as reason for both; major penalties and may also attract termination of contract as the case may be.

S. No.	Incident
a.	In the event of external factors (like natural disasters) which are beyond the control of the Contractor or BHEL.
b.	BHEL reserves the right to terminate by prior written notice, the whole or part of the contract. The notice of termination shall specify that termination be for BHEL's convenience, the extent to which performance of work under the contract is terminated and the date on which such termination becomes effective.
c.	Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's authorized survivors.
d.	In the event of cancellation of any of the licenses or statutory permissions required for carrying out the services.
e.	In case of any misrepresentation while claiming the payment.
g.	In case of non-compliance of any statutory obligations (as stated in this tender document) by the Contractor during the execution of Contract, may results into termination of Contract. In addition to the above, the Contractor shall also be liable for the penalties provided under the respective statute.
h.	In case of repeated violation of any of the terms of the agreement despite giving warnings on different occasions.
i.	If the Contractor fails to deliver any or all of the services within the time period(s) specified in the Contract, or any extension thereof granted by BHEL;
j.	If Contractor fails to perform any other obligation under the Contract;

- 4.3.3. In the event of the termination of the Contract for any reason whatsoever, BHEL's liability shall only extend to making payment to the Contractor of the Contract Price accruing (prorated, if necessary) up to the date of termination for actual services rendered by the Contractor after making all deductions that BHEL is entitled to make pursuant to provisions of this Contract. BHEL shall not have any liability to pay to the Contractor any compensation or reimburse any costs incurred by the Contractor and the Contractor hereby waives any claim for compensation for losses/damages and/or reimbursement of costs.
- 4.3.4. The grounds mentioned in S. No. 4.3.2 hereinabove are not exhaustive but merely illustrative. BHEL reserves its rights to terminate the Contract at any time in the event the Contractor has contravened any provision of the Contract or any other legal requirement or due to repeated/habitual non-adherence to the qualitative, quantitative and time requirements stipulated in the Contract after giving a notice of 30 days. If the Contractor shall not have remedied the deficiencies noticed in the written notice issued by BHEL within the period of 30 days as aforesaid, the Contract may be terminated by BHEL by giving a written communication to the Contractor.



I/We agree with the above.

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4.3.5. The Contractor understands and agrees that performing the services strictly as per the qualitative, quantitative and time requirements as stipulated in the Contract is of essence of the Contract and that any non-adherence to the said qualitative, quantitative and time requirements as stipulated in the Contract for performing the services under the Contract shall cause incalculable losses to BHEL. The Contractor understands and agrees that without prejudice to BHEL's rights to terminate the Contract, BHEL may, in addition to or in lieu of such termination levy one or more of the following penalties as applicable if the Contractor omits or neglects to adhere to the following qualitative, quantitative and time requirements:

S. No.	Contract Agreement Defaults/non-compliances/breach	Penalties being in the nature of liquidated damages for non-compliance/breach of contract.
a.	Non-satisfactory performance of services provided by Contractor	0.1% of bill amount shall be deducted as penalty being in the nature of liquidated damages from monthly bill for each such occurrence :-
b.	Non availability of Security Guard / Supervisor at any round-the-clock point	Failing to provide full contingent of Security personnel in each shift, each day, Contractor will invite a penalty being in the nature of liquidated damages of Rs.100/- per non-available Security Guard/Supervisor per shift per day.
c.	<u>Misconduct / Misbehaviour by the workmen of Contractor:</u> Misconduct/ misbehaviour / offence(s) {(use of abusive language, chewing of tobacco, smoking/drinking (alcoholic beverages) while on duty, eve-teasing, physical assault of any kind, theft, pilferage, threatening language, molestation, misappropriation, etc.)}.	Rs.200/- shall be deducted as penalty being in the nature of liquidated damages from monthly bill amount for each such occurrence. In the event any such misconduct/misbehaviour/offences on the part of the workmen of the Contractor leads to a pecuniary loss being suffered by BHEL or the officials of BHEL; penalty being in the nature of liquidated damages as aforesaid shall not be levied but such loss caused due to such misconduct/misbehaviour/offences will be liable to be made good by the Contractor on actuals. If BHEL so requires, Contractor shall forthwith withdraw such workmen and immediately provide suitable replacement in place of such withdrawn workmen at no extra cost. Notwithstanding anything to the contrary contained anywhere in this Contract, depending on the severity of the misconduct/misbehaviour, BHEL may, in the event of such misconduct/misbehaviour on the part of the workmen of the Contractor forthwith terminate the Contract without any notice and also report the case to the police.
d.	<u>Damage caused to BHEL/ property of BHEL</u> or of any of the employees etc. present at premises by wilful misconduct or gross negligence on the part of the workmen of the Contractor.	Penalty being in the nature of liquidated damages equivalent to the cost of the said property or similar property (if the same property is not available) or the cost incurred in repair of such property on the Contractor.



I/We agree with the above.

e.	<p><u>Non-compliance to Uniform:</u> While on duty in the work premises, if the Workman is not wearing the stipulated uniform or is wearing unclean/untidy uniform and/or not carrying on his person the Identification card with lanyards.</p>	<p>The Contractor will be liable for penalty being in the nature of liquidated damages of Rs.100/per day/per workman for non-wearing of uniform/ wearing unclean/untidy uniform and Rs.50/per day/per workman for not carrying valid identity card with lanyards.</p> <p>If BHEL so requires, the Contractor shall forthwith withdraw such workmen and immediately provide suitable replacement in place of such withdrawn workmen at no extra cost.</p>
f.	<p><u>Non-compliance with Safety and Health Requirements:</u></p>	<p>(j) Any casualty or damage caused to the property or person by any untoward incidents while executing this contract will be at the Contractor's risk & cost. (ii) Violation of applicable safety, health & environment related norms, a penalty of Rs.5000.00 per occasion shall be imposed. (iii) Violation as above resulting in any physical injury, a penalty of 0.5% of the contract value shall be imposed (maximum of Rs.20,000/- per injury in addition to Rs.5000/- as mentioned above.</p>

4.3.6. **"BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.**

- a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
- b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ Project Sites.
- c) **Compensation in respect of each of the victims:**
 - (i) In the event of **death or permanent disability resulting from Loss of both limbs: ₹ 10,00,000/-** (Rupees Ten Lakhs)
 - (ii) In the event of **other permanent disability: ₹ 7,00,000/-** (Rupees Seven Lakhs)
- d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (I) of the Employee's Compensation Act, 1923."



I/We agree with the above.

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4.3.7. **Delay in disbursement of monthly wages:** Contractor agrees and undertakes that it shall disburse monthly wages to the concerned workman in a timely manner without fail {*i.e. wages of every person employed shall be paid by bank transfer directly to the account of the concerned workman before the expiry of seventh day (7th) day after the last day of the wage period in respect of which the wages are payable*}. Similarly, the Contractor shall credit the contribution towards the Employees Provident Fund, Employees' Pension Scheme, Employees State Insurance etc. for its workmen within the stipulated timeline provided in the respective statutes. No excuses (whatsoever reason may be) on this account i.e. "delaying disbursement of monthly wages" will be entertained by BHEL during the entire contract period. If BHEL becomes aware of any delays in making wage/salary payments by Contractor to its workmen, BHEL may also consider to terminate the Contract apart from which BHEL reserves the right to impose penalty being in nature of liquidated damages; for an amount equivalent to the **2%** of the monthly bill for each day delay in payment of wages/salary but not exceeding 10% of the monthly bill amount. BHEL decision in this regard shall be final & binding in this regard.

Further, apart from the foregoing, the Contractor will indemnify and keep BHEL indemnified against any losses, damages, claims etc. caused to BHEL for any default on the part of the Contractor in complying with the provisions of Labour Laws as required to be complied with from time to time.

4.3.8. All amounts including the losses / damages / penalties / compensations etc., resulting from non-compliance with the terms of Contract, payable by the Contractor to BHEL under the Terms of the Contract will be recovered from the outstanding payments to Contractor either under this Contract or any other Contracts or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the Contractor shall make good the balance amount by actual payment. In addition, BHEL will recover the said amounts through its sister concerns, from the payments due to the Contractor in any of the Units of BHEL located in any part of India.

4.4. PROCEDURE FOR SUBMISSION OF BILLS BY CONTRACTOR: The payment under the job contract shall be made on monthly basis as per the agreed rates inclusive of PF, ESI, Service charges etc., only after the performance of the Contractor is found to be satisfactory by BHEL as per scope of work mentioned in Section-III and after complying / ensuring all the statutory / contractual obligations. The Contractor shall raise the bill, in triplicate, along with all the necessary documents and also submit these documents electronically to BHEL on monthly basis. The Contractor shall submit the GST compliant invoice to BHEL along with the copy of ESI/EPF Challan & ECR (*separate EPF-ECR reflecting names of only those Workforce who are deployed at BHEL premises only*) of preceding month generated by EPFO /ESI Portal/authorities, Wage Register (Form B), i.e. the details of payment of wages to Workforce of the month for which services were provided at BHEL premises & proof of payments (NEFT/RTGS/Bank Statement etc.), Attendance Register (Form D) / system generated Attendance Sheet and any other documents sought by BHEL which will be for the purpose of ensuring that Contractor has complied with all the statutory requirements. Contractor also have to give undertaking after each month that not only wages have been disbursed but also they have paid their contribution towards ESI & EPF Schemes (with the proof of deposit) and complied with all the Acts (as applicable) which shall be mandatory before the bills are cleared. The EPF-Challan shall be verified/authenticated online through EPFO-Portal with the help of TRRN No. by the respective concerned BHEL Unit/ Department. On receipt of the bills/invoices along with all the supporting documents, BHEL will verify the bill(s) on the basis of actual number of workforce deployed by the Contractor during the month for providing agreed services in line with contractual terms & conditions. The



I/We agree with the above.

Contractor shall be responsible for providing all statutory benefits to the personnel employed by him including weekly off day(s), National Holidays, PF, ESI, Bonus etc.

- 4.5.** While claiming the payment, the contractor must certify on the bill that the payment being claimed is strictly within terms of the contract and all the obligations on his part for claiming this payment have been fulfilled as required under the contract.
- 4.6.** While claiming the payment, the contractor must certify on the bill that the employers' contribution (12% EPS and EPF both) has been made/paid by the Contractor himself and he has not availed the benefits under PMRPY (Pradhan Mantri Rojgar Protsahan Yojana) Scheme so that there is no double payment to the Contractor concerned on account of EPF & EPS.
- 4.7.** Any clarification sought by BHEL / Officer-in charge, pertaining to bill submitted, will be clarified by Contractor within 03 days. Otherwise the delay in payment will be attributed to the Contractor and Contractor will be fully responsible for all the consequences. The Contractor shall not be justified in abandoning the contract because BHEL has delayed making payment(s) in respect of services provided to BHEL.



I/We agree with the above.

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SECTION-V**DOCUMENTS REQUIRED**

5. The Bidders should submit documents following documents; duly certified and stamped by their authorized signatory: -
- 5.1. Bidder has to submit a copy of DGR Empanelment Certificate.
- 5.2. Bidder has to submit copy of sponsorship letter No. 73120/SA/BHEL/2023/Delhi/6178/6527/6559/5474/Emp dated 24-01-2023 issued by DGR.
- 5.3. Bidder has to submit license obtained from State Government (i.e. Uttar Pradesh) under Private Security Agency Regulation Act (PSARA), 2005 for operating the Security Agency. Furnishing of acknowledgment of application submitted for PSARA license will not be permitted.
- 5.4. Bidder has to submit a copy of **PAN Card, ESI Registration Certificate, GSTIN Registration Certificate** and **EPF Registration Certificate**.
- 5.5. Bidder has to submit duly filled "No Deviation/Acceptance Certificate" i.e. **Annexure-A**.
- 5.6. Bidder must submit "Declaration Certificate" enclosed at **Annexure-B**.
- 5.7. Tender has to be submitted with Bidders Profile/Contact Details enclosed at **Annexure-C**.
- 5.8. Bidder has to submit "CHECK-LIST" enclosed at **Annexure-D**.
- 5.9. Bidder must submit, **Annexure-F** & **Annexure-G** as a token of proof that he would be liable to make the payment to all the Security Guard / Supervisor as per the sheet attached and abide by all statutory / contractual norms & obligations.
- 5.10. Un-price bid format (**Annexure-H**) duly signed by the bidder shall be submitted along with technical bid by mentioning 'Q' in the column where quote is to be offered by the party.
- 5.11. The bidder shall submit the Bank details along with a cancelled cheque for NEFT/RTGS.
- 5.12. Bidder has to submit "E-banking Mandate Form," enclosed at **Annexure-J**
- 5.13. Bidder has to submit "Integrity pact," enclosed at **Annexure-K**.



I/We agree with the above.

Signature of the bidder with Seal

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SECTION-VI
PROCEDURE FOR SUBMISSION OF TENDER

6. The tender is to be submitted as required in **two parts** in separate sealed covers **prominently superscripted as Part-1 "Techno-commercial Bid" & Part-2 "Price Bid"** and also indicating the tender number and due date & time as mentioned in the tender enquiry; on each of the covers.

ENVELOPE-1: Envelope of **Part-1 "Techno-commercial Bid"** shall contain documents required in **S. No. 5.0** above;

ENVELOPE-2: **Part-2 "Price Bid"** shall contain **Price-Bid format (Annexure-I)** only.

ENVELOPE-3: **A third sealed cover/envelope** shall contain attested copy of "Sponsorship for Security & Allied Services issued by DGR" and shall be superscripted as **DGR's SPONSORSHIP LETTER.**

These three separate covers/envelopes 1, 2 and 3 shall together be enclosed in **fourth envelope** and this sealed cover shall be superscripted with tender number & due date.

Bids submitted without "Sponsorship for Security & Allied Services issued by DGR" are liable to be rejected. If the Part-2 "Price Bid" (Annexure-I) is not received in the separate sealed envelope as described above, then the same shall be rejected and offer of such respective bidder(s) will not be evaluated further. The authenticity of the Sponsorship for Security & Allied Services issued by DGR" will be checked immediately and their Techno commercial bid shall be opened only, if the "Sponsorship for Security & Allied Services issued by DGR" is valid.

- 6.1. Envelope-3 (Containing Sponsorship for Security & Allied Services issued by DGR)** will be opened first and after due verification, the Part-1 of the tender will be opened next and evaluated afterwards. Bidders who qualify in Technical Bid (Part-1) will only be considered while opening of Price Bid (Part-2). BHEL will finalize successful bidder by **opening of sealed paper price bid**. Date of opening of sealed paper Price Bid will be intimated separately to the Bidders who qualify in the Techno-Commercial bid.
- 6.2.** Tender submitted by the bidders should strictly be in accordance with the tender terms & condition enclosed herewith.
- 6.3.** The Bidder should accept all terms & conditions of the tender. In case the Bidder wants to deviate from the tender conditions, such deviations shall be clearly specified in his tender "No Deviation Certificate" only i.e. **Annexure-A**. If no deviations are given in tender submitted, it will be assumed that the Bidder accepts all terms & conditions of the tender.



I/We agree with the above.

Signature of the bidder with Seal

No Deviation / Acceptance Certificate
(To be submitted along with Part-1 Bid)

Notwithstanding anything mentioned in our bid, we hereby accept all the terms & conditions of the above tender. We confirm that the offer submitted by us is confirming to all the terms & conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender in line with tender terms & conditions.

Or

We hereby accept all terms & conditions of the above tender except the following:
(Give reference to Clause Nos. of Terms & Conditions which are not acceptable)

- 1.
- 2.
- 3.
- 4.
- 5.

Note: Deviations may or may not be accepted by BHEL.

"I _____ hereby certify that except the deviations mentioned above, we do not have any other deviations to the tender No. AA: GAX:22: SA: 301, dated 24-02-2023. Deviations if any, mentioned elsewhere in our bid (whether Techno-commercial bid or Price bid) may be treated as null and void by BHEL.

Signature
With name, Designation & seal of the firm



DECLARATION CERTIFICATE

(to be typed on bidder's letter head & submitted along with Part-1 Bid)

Dear Sir/Ma'am,

Please find herewith our offer in line with requirement of BHEL's Tender document:

1. We confirm that bid complies with the total techno-commercial requirements / terms and conditions of the bidding document and subsequent addendum / corrigendum (if any) without any assumptions.
2. I / We have not been suspended / delisted / blacklisted by any other Govt. Ministry/Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court.
3. We hereby confirm that we have gone through and understood the bidding document and that our bid has been prepared accordingly in compliance with the requirement stipulated in the said document. We are submitting Check-List of bidding document as part of our bid duly signed in token of our acceptance. We undertake that the bidding document shall be deemed to form part of our bid and in the event of award of work to us, the same shall be considered for contract. Further, we shall sign & stamp each page of this bidding document as a token of acceptance and as a part of the Contract in the event of award of Contract to us.
4. We further confirm that we have quoted prices in price bid considering detailed description of scope of work. We confirm that price quoted by us includes price for all charges/activities/supply etc. as mentioned in this tender document.
5. We declare that the statement made and the information provided in our offer is true and correct in all respect. In case, it is found that the information/ documents provided by us are incorrect/ false, our application shall be rejected by BHEL without any reference to us.

Thanking you,

Very Truly Yours,

Signature
With name, Designation & seal of the firm



ANNEXURE -C**BIDDERS PROFILE/DETAIL**
(To be submitted along with Part-1 Bid)

Photograph of
bidder /
authorised
signatory
holding power
of attorney

Sl. No.	Description	Details
1	Name of tendering company/Firm/Agency	
2	Type of firm	
3	Name of proprietor/ Director of Company/Firm/Agency	
4	Full address of registered office with telephone no., Fax no. & E-mail Address etc.	
5	Full address of operating/branch office with telephone no, Fax no. & E-mail Address etc.	
8	PAN() Enclosed
9	EPF Registration No.() Registered and Enclosed
10	ESI Registration No.() Registered and Enclosed
11	GST Registration No.() Registered and Enclosed
12	Udyog Aadhaar No.() Registered and Enclosed
13	Name of Bidder/ Contact Person	
14	Phone No. of Bidder / Contact Person	

Signature
With name, Designation & seal of the firm



ANNEXURE -D

CHECK-LIST (TECHNICAL BID)
SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER
 (To be submitted along with Part-1 Bid)

Sl. No.	Description of requirement	Yes / No / NA	Page No.
1	Copy of Empanelment Certificate issued by DGR.		
2	Copy of valid DGR sponsorship letter		
3	Copy of valid PSARA License for the operation in Uttar Pradesh		
4	Copy of the PAN card		
5	Copy of GST registration certificate (GSTIN)		
6	Copy of EPF registration certificate		
7	Copy of ESIC registration certificate		
8	Annexure-A		
9	Annexure-B		
10	Annexure-C		
11	Annexure-E		
12	Annexure-F		
13	Annexure-G		
14	PART 'I' – UN-PRICE BID i.e. Annexure-H		
15	PART 'II' – PRICE BID i.e. Annexure-I		
16	Annexure-J		
17	Annexure-K		
18	Bank details along with a cancelled cheque for NEFT/RTGS.		
19	Signed & stamped complete tender document.		

Signature
 With name, Designation & seal of the firm



**DIRECTORATE GENERAL OF RESETTLEMENT MINISTRY OF DEFENCE
GOVERNMENT OF INDIA, WEST BLOCK IV RK PURAM, NEW DELHI 110066**



NOTICE OF REVISION OF MINIMUM WAGES FOR ONE DAY W.E.F. 01 Oct 2022

- Reference Government of India, Ministry of Defence Office Memorandum No 28(75)/2020-D (RES-I) Dated 13 May 2021 and Corrigendum dated 23 Jun 2021 regarding Guidelines for functioning of DGR Empanelled Ex-Servicemen Security Agencies
- Consequent to revision of **Minimum Wages** by Ministry of Labour and Employment vide Government of India, the Ministry of Labour & Employment, Government of India Order File No 1/16(5)/2022-LS-II dated 28 Sep 2022 for Employment of personnel of the Central sphere, for **Watch and Ward Duties** and ibid office memorandum. The under mentioned **Minimum Wages for one Watch (8 hours)** are the rates (All components) Below which the quotations at all stages of Tendering to the Principal Employer and payment to the guards & other staff employed **WILL NOT be made by DGR sponsored security agencies/ Companies/ Corporations** throughout the country with effect from 01 Oct 2022.

AREA A						
S.No	Description	Percentage (To be read in conjunction with latest rules/ Acts/ regulations and policies promulgated by Competent Government Authority)	Security Guard without arms (skilled)	Security Guard with arms Gunman (Highly skilled)	Supervisor (Highly skilled)	Remarks
(a)	Basic Wages (BW) plus Variable Dearness Allowance (VDA)		866	940	1151.78	1. Centre or state wages, whichever is higher, is payable. 2. See Notes 1 & 5
(b)	Employees State Insurance (ESI)/Medical Allowance and Workmen Compensation in areas not covered under ESI	3.25% of Basic plus VDA		As Applicable		See Notes 2 & 10
(c)	Employees Provident Fund (EPF)	12% of Basic plus VDA		As Applicable		See Notes 9 & 10
(d)	Employees Deposit linked Insurance (EDLI)	0.5% of Basic plus VDA		As Applicable		or as notified from time to time
(e)	Administrative Charges(EPF & EDLI)	0.50 % of Basic plus VDA		As Applicable		or as notified from time to time
(f)	House Rent Allowance (HRA)	24% of Basic plus VDA or Rs 5400 (Whichever is higher)	207.84	225.60	276.43	See Notes 3, 9 & 10 or as notified from time to time
(g)	ESI/Medical Allowance on HRA	3.25% of HRA		As Applicable		See Notes 2, 9 or 10 as notified from time to time
(h)	Annual Bonus	8.33% per month (Basic+VDA)				See Notes 4, 9 & 10 or as notified from time to time
(i)	Uniform Outfit Allowance	5% of Basic plus VDA	43.30	47.00	57.59	
(j)	Uniform Washing Allowance	3% of Basic plus VDA	25.98	28.20	34.55	
(k)	SUB TOTAL Sum of (a) to (j)					Cost per Watch (8 Hours) for every Guard
(l)	Relieving Charges 1/6 th of serial (k) **	1 To be incorporated only when a reliever is provided on paid rest days 2 All mandatory deductions in respect of the reliever as applicable at serial (b), (c), (d), (e) and (g) to be deposited with concerned Govt Departments				
(m)	Total Cost Per Day					
(n)	Service Charge	1 14% (fixed) Service Charges for Operational contracts (contracted before 13 May 2021) on Ser 2(m) 2 10%(fixed) for contracts under negotiation/ contracted from 13 May 2021 onwards on Ser 2(m) till migration to GeM 3 Upto max of 10% on Ser 2(m) on competitive bidding on GeM portal (Post Migration)				1. Ref Para 13 (a) & (g) (ii) of MoD OM dt 13 May 2021 and Amendments. 2 See notes 9 & 10
(o)	Sum Total	Sum of (m) and (n)				See Notes 7 & 8
(p)	GST	As per prevailing rates				As notified

AREA A - Ahmedabad(UA), Bangalore(UA), Kolkata(UA), Delhi(UA), Greater Mumbai(UA), Navi Mumbai(UA), Hyderabad(UA), Kanpur(UA), Lucknow(UA), Chennai(UA), Nagpur(UA), Faridabad Complex(M. Corp), Ghaziabad(UA), Gurgaon, Noida, Secunderabad, Pune(UA)



Atul Dewan
 अतुल दीवान / Atul Dewan
 कर्माधीनर / Commodore
 प्रधान निदेशक (सेजभाई) / PD (Emp)
 जुनवरा महाविदेशालय / Dte Gen Resettlement
 रक्षा मंत्रालय / Ministry of Defence
 नई दिल्ली-110066 / New Delhi-110066

ANNEXURE -F

Consolidated Wages & Other Allowances & Statutory Payments / Contributions for Providing Security & Allied Services					
DGR Wage Structure [1/16(6)2022-LS-II, dated 28-09-2022] w.e.f. 01-10-2022					
Sl. No.	Components	Security Guard (Without Arms) (Round the clock)	Security Supervisor (Round the clock)	Security Guard (Without Arms) (During Office Hours)	Security Supervisor (During Office Hours)
1(a)	Basic Wages plus VDA for one day	866.00	1,151.78	866.00	1,151.78
1(b)	Basic Wages plus VDA for one month (26 days)	22,516	29,946	22,516	29,946
2	HRA @ 24% of Basic plus VDA {i.e. S. No. 1(b)} OR ₹5400 whichever is higher	5,404	7,187	5,404	7,187
3(a)	Uniform outfit Allowance@5% of Basic plus VDA {i.e. S. No. 1(b)}	1,126	1,497	1,126	1,497
3(b)	Uniform washing allowance @3% of Basic plus VDA {i.e. S. No. 1(b)}	675	898	675	898
4	PF CONTRIBUTION: Employee's Contribution @12.0 % and Employer's Contribution @13.0 %				
4(a)	EPS (A/c No.10): Employer's Contribution @8.33% of ₹15000/- {EPS contribution is payable on maximum wage ceiling of ₹15000/-}	1,250	1,250	1,250	1,250
4(b)	EPF (A/c No.01): The difference of Employee's share {i.e. 12% of ₹15000/-} & Pension Contribution {i.e. S. No. 4(a)}. {EPF contribution is payable on maximum wage ceiling of ₹15000/-}	550	550	550	550
4(c)	EDLI (A/c No.21): Employer's Contribution@0.50% of ₹15000/-	75	75	75	75
4(d)	EPF Admn. Charges (A/c No.02): Employer's Contribution@0.5% of ₹15000/-	75	75	75	75
5	ESI CONTRIBUTION: Employee's Contribution @0.75 % and Employer's Contribution @3.25 % of gross wages				
5(a)	ESI: ESI / Medical Allowance @4.75% on Basic plus VDA including HRA {i.e. S. No. 1(b)+S. No 2} {(Enhanced wage ceiling for coverage of employees under the ESI Act is ₹21,000/- which will be calculated on {S. No. 1(b)+S. No 2}	0	0	0	0
6	Bonus Contribution: @8.33% of ₹7000/- or the minimum wage {i.e. S. No.1 (b)} for the scheduled employment, as fixed by the appropriate Government, whichever is higher. (Enhanced wage ceiling for coverage of employees under the Payment of Bonus Amendment Act-2015 is ₹ 21,000/-which will be calculated on S. No. 1b)	0	0	0	0
7	Sub Total of S. No. 1 to 6	31,671	41,479	31,671	41,479
8	Relieving Charges 1/6th of S. No. 7	5,279	6,913	0	0
9	Sub Total of S. No. (7+8)	36,950	48,392	31,671	41,479
10	Service charge (Q%) on S. No. 9	Q	Q	Q	Q
11	Total (9+10)	(Actuals)	(Actuals)	(Actuals)	(Actuals)

Notes:

Wherever the state minimum wages are higher than the wages notified herein, the higher wages shall stand protected and would be payable.

Wages are subject to amendments as and when promulgated from time to time by DGR.

Security guards are allowed a day rest after continuous period of 06 days' work every week. In case of Round the clock point, Security agencies have to deploy additional workforce at such points & so, is liable for the payment of Relieving Charges. In case of office hour points, Security agencies are not liable for the payment of Relieving Charges. All mandatory deductions in respect of reliever to be deposited with the Concerned Govt. Departments.

Moreover, when any Security Guard / Supervisor works for more than 48 hours in any week, he/she is entitled for wages at overtime rates i.e. double the ordinary rates of wages. It is provided therein that where a Security Guard / Supervisor is required to work beyond the normal hours of work or on any day of rest, he/she shall be entitled to wages at rate of twice his/her ordinary rate of wages in respect of the overtime work or work done on a day of rest, as the case may be.

ANNEXURE -G**BREAK-UP FOR OT (OVER-TIME / EXTRA SERVICES) RATES**

SL. NO.	COMPONENTS	SECURITY GUARD	SECURITY SUPERVISOR
1	Basic Wages plus VDA for one month as on 01.10.2018	22,516	29,946
2	OT Rate per Hr. {(Monthly Consolidated wages*2)/208 hrs.}	216.50	287.95
3	ESI @ 4.75% on S. No. 2	0.00	0.00
4	OT Rate per Hr. including ESI	216.50	287.95
5	Service Charge @ Q%	Q	Q
6	Per Hr. Charges towards Extra Services including Service Charge	(Actuals)	(Actuals)

*"Service Charge @ Q%" will be applicable/payable as same as the "Service Charge" quoted by the bidder in the price-bid placed at **Annexure-I**.



ANNEXURE – H**PART 'I' – UN-PRICE BID**

(To be submitted along with Part-1 Bid)

S. No.	Description	Service Charge (in figure)	Service Charge (in words)
1.	Agency's Service Charges for providing security & allied services at DELHI based BHEL-premises as per the requirement indicated at SECTION-III and rates indicated at Annexure E, F & G.		

Un-price bid format duly signed by the bidder shall be submitted along with technical bid, by mentioning 'Q' in all the columns where quote is to be offered by the bidder.

Signature
With name, Designation & seal of the firm



ANNEXURE - I**PART 'II' - PRICE BID**

S. No.	Description	Service Charge (in figure)	Service Charge (in words)
1.	Agency's Service Charges for providing security & allied services at DELHI based BHEL-premises as per the requirement indicated at SECTION-III and rates indicated at Annexure E, F & G.		

Signature
With name, Designation & seal of the firm



E-Banking Mandate Form
(To be submitted along with Part-1 Bid)

1. Vendor/customer / Beneficiary Name:
2. Vendor/customer/ Beneficiary Code:
3. Vendor /customer/ Beneficiary Address:
4. Vendor/customer/ Beneficiary e-mail id:
5. Particulars of bank account:
 - a. Name of Bank:
 - b. Name of branch:
 - c. Branch code:
 - d. Address:
 - e. Telephone number:
 - f. Type of account (current/saving etc.):
 - g. Account Number:
 - h. RTGS IFSC code of the bank branch:
 - i. NEFT IFSC code of the bank branch:
 - j. 9 digit MICR code:

I/We, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incompleteness or incorrectness of information given by me as above, I/We would not hold the user institution responsible.

.....
Signature of the Beneficiary

Certified that the particulars furnished above are correct as per the record.

Bank Stamp

Dated

.....
Signature of the Authorized Officer



INTEGRITY PACT

(To be submitted along with Part-1 Bid)

BETWEEN

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

AND

..... (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART'

PREAMBLE

The Principal intends to award, under laid-down organizational procedures, contract/s for.....

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

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

Section 1- Commitments of the Principal

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

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

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

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

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

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

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

1.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in



order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- 1.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 1.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 1.1.4 The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

- 2.2** The Bidder(s)/ Contractor (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 - Compensation for Damages

- 4.1** If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.
- 4.2** If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

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

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

- 6.1** The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).

- 6.2** The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.



- 6.3** The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 -Independent External Monitor(s)

- 8.1** The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2** The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3** The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality,
- 8.4** The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5** As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6** The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7** The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8** If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.9** The number of Independent External Monitor(s) shall be decided by the CMD. BHEL.
- 8.10** The word `Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1** This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.
- 9.2** If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

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

For & On behalf of the Principal
(Office Seal)

On behalf of the Bidder/ Contractor
(Office Seal)

Place-----

Date-----

Witness:

Witness:

(Name & Address)

(Name & Address)

.....

.....

