

TENDER DOCUMENT

TENDER NOTICE NO:BHEL/BAP/HR/ADMN/SEC:2015

Dated: 28.10.2015

**SUB: PROVIDING SECURITY AND SURVEILLANCE SERVICES AT
THE BOILER AUXILIARIES PLANT, BHARAT HEAVY
ELECTRICALS LTD., RANIPET, TAMIL NADU STATE – 632 406.**

FOR



Bharat Heavy Electricals Limited

Boiler Auxiliaries Plant
Indira Gandhi Industrial Complex
(A Government of India Undertaking)

RANIPET - 632 406

Tamil Nadu State



Bharat Heavy Electricals Limited
Boiler Auxiliaries Plant
Indira Gandhi Industrial Complex
(A Government of India Undertaking)
RANIPET - 632 406
Tamil Nadu State

OPEN TENDER NOTICE- TWO PART BID

No. BHEL:BAP:HR:ADMN:SEC:2015 DATED: 28/10/2015

BHEL:BAP:RANIPET Invites sealed bids from reputed Security Agencies for providing Security and Surveillance Services at BHEL:BAP:RANIPET, 632406. The last date for submission of bid is 19/11/2015, 03.00 PM. For details visit www.bhel.in, www.eprocure.gov.in & <http://tenders.gov.in>. Tender Part-1 (Techno Commercial Bid) will be opened on 19.11.2015 at HRM Conference Hall at 15:30 hrs.

MANAGER / HRM
BHEL/ BAP/ RANIPET

Signature of Tenderer with Stamp



Bharat Heavy Electricals Limited

Boiler Auxiliaries Plant

(A Government of India Undertaking)

Ranipet, Tamil Nadu State- 632 406

TENDER NOTICE NO: BHEL/BAP/HR/ADMN/SEC:2015

Dated: 28.10.2015

**SUB: PROVIDING SECURITY AND SURVEILLANCE SERVICES AT THE BOILER
AUXILIARIES PLANT, BHEL, RANIPET, TAMIL NADU STATE.**

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Bharat Heavy Electricals Limited

Boiler Auxiliaries Plant

(A Government of India Undertaking)

Ranipet, Tamil Nadu State- 632 406

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Part-1:Section - A1

INVITATION TO TENDER

Techno-Commercial Bid

TENDER NOTICE NO:BHEL/BAP/HR/ADMN/SEC:2015

Dated: 28.10.2015

BHEL invites sealed tenders under two bid system from reputed, competent and resourceful DGR empanelled Security Agencies or State ESM Corporations for Providing Security and Surveillance Services at the Boiler Auxiliaries Plant Unit, BHEL, Ranipet, Tamil Nadu State – 632406.

Bidders can collect the tender documents on all working days from the office of the Manager(HR-GAX), BHEL/BAP, Ranipet from 29.10.2015 to 19.11.2015, 1.00 PM on payment of a non-refundable tender document fee of Rs. 800/- (Rupees Eight Hundred only) in the form of Demand Draft or Pay Order from any Nationalised Bank drawn in favour of BHEL/BAP payable at Ranipet, Arcot, Walahjapet, Vellore District Tamilnadu or SBI BHEL Project Mukundarayapuram (Branch code 7013).

The tender documents are also available on our website www.bhel.com and on central public procurement portal www.eprocure.gov.in & <http://tenders.gov.in>. The same can be downloaded from the website and the tender document fee has to be submitted along with the offer.

Bids shall be submitted in accordance with the tender terms and conditions. The last date for submission of sealed bid is 19.11.2015, 3.00 PM. BHEL reserves the right to reject any or all the bids without assigning any reasons whatsoever and without any liability.

Clarification required, if any, may be forwarded in advance and amendments to tender terms and conditions, if any, shall be uploaded in the form of Bulletin on the BHEL's website. Offers shall be submitted in accordance with the tender terms and conditions and the amendments issued, if any. The last date for submission of bids is 19.11.2015, 3.00 PM. Bidders are requested to check our website from time to time before submitting their bids.

BHARAT HEAVY ELECTRICALS LIMITED:

Bharat Heavy Electricals Limited (BHEL) is a prestigious Government of India Undertaking and a Maharatna Company, having its Registered Corporate Office at BHEL House, Siri Fort, New Delhi- 110 049. Boiler Auxiliaries Plant (BAP) is one of the manufacturing units of BHEL located at Ranipet, Tamil Nadu State. BAP is an ISO-9001:2008, ISO-14001:2004 certified Company also compliant with OHSAS: 18001:2007 certifications for Occupational Health and Safety Management System.

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Part-1:Section - A1-Page2

1. **Name of Work:** Providing Security and Surveillance Services at the Boiler Auxiliaries Plant Unit of Bharat Heavy Electricals Limited located at Ranipet, Tamil Nadu- 632 406..
2. **Scope of Work** : The scope of work / operations given below is indicative but not exhaustive. This doesn't exonerate the Agency from any responsibility, tasks that may be required/ deemed to be essential for efficient operation of the services and any tasks that may be assigned to the Agency by the Company from time to time. The Agency has to work along with Company Security.

2.1 The Security Agency hereinafter referred to as the Agency shall deploy Security personnel wherever required for carrying out the assigned work and shall provide security to the premises and property (both movable & immovable) of the BAP unit round the clock and throughout the contract period by providing adequate security coverage of the specified locations in and around the BAP area assigned to them as given below :

Entry / Exit

- a. Not to allow any unauthorized persons into the premises as directed by the Security in-charge of BHEL/BAP security without proper permission and identification and monitoring the movement of the visitors.
- b. To guard Company's Properties.
- c. The Agency shall adequately screen and record all incoming and outgoing goods, vehicles, men and material and strictly implement a Company specified Gate pass system along with counter system of Company Security.
- d. To check the incoming /outgoing materials and ensure that the same is being issued with valid gate pass along with checking of vehicles and ensure that the outgoing materials are in accordance with the valid gate pass.
- e. i) The Agency Security personnel shall carryout searches on personnel, baggage and vehicle for unauthorized material while personnel / visitors / vehicles exit the factory premises as per guidelines given by Company from time to time.
ii) The Agency Security personal shall carryout Patrolling duty along the Perimeter wall (inside and outside) and other important sites to ensure that boundary wall / fencing is in order and to prevent trespass and any illegal activities.
iii) The Agency shall patrol and protect all fences / boundary walls as well as open areas of the plants, yards, stores, electrical and water supply installations and such other facilities as determined by the officer in charge of the Company. For this purpose the Security personnel shall keep a watch on the BAP plant area from security watch towers located along the boundary wall.
iv)The Agency Security personnel shall maintain law and order and discipline within the Company's premises - check unauthorized movement inside the Company's factory premises and enforce traffic regulations inside the Company's factory premises.

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Part-1:Section - A1-Page 3

- v) The Agency Security personnel shall carry out every aspect of safeguarding including, plant protection, personnel security, prevention of theft, and to provide bodyguard services for escorting men, material and valuables, Security of Product and materials, assets, machineries and equipment of the Company.
- vi) The Agency shall prevent theft/ pilferage of factory materials. To check all pilferages - detect / trace persons committing theft and report to the Company.
- vii) The Agency Security personnel shall conduct surveillance and gather intelligence in respect of potential external and internal threats to the Company/ its personnel and report the same to the BAP head or Officer in charge of Security.
- viii) The Agency Security personnel shall physically check all the areas at closing time before the offices / areas are locked up to ensure that everything is in order and that no incendiary material is left lying around. Any suspicious looking items to be immediately isolated and proper authorities to be informed.
- ix) The Agency Security personnel shall prevent fire / security hazards / fire hazards by reporting any noticeable facts to the shift in charge immediately. Also, inform and assist the fire brigade staff in emergency.
- x) The Agency Security personnel shall receive messages after office hours and on holidays and pass on the same to the concerned officials.
- xi) In the event of stoppage of work due to any political and employee agitations or for any other reasons the security personnel shall continue to do their duties and no extra charges will be paid by the Company towards any extra effort for the work.
- xii) All the above activities mentioned above shall be undertaken in accordance with the instructions of the Company Security head.

2.2 In addition to 2.1 the security personnel shall also do the following duties:

- i) Patrolling in the entire Boiler Auxiliaries Plant Unit area.
- ii) All other activities necessary to maintain proper order and security in consultation with the Head HR of BAP or his authorised representative and to formulate strategy for better and more efficient security cover to the BAP, Ranipet.
- iii) Co-ordination with local law and order / Fire Brigade authorities as and when required in consultation with Head of BAP or his authorised representative.
- iv) To provide security coverage to Head of BAP and / or any Senior Officials as and when necessary on need basis.

2.3 The duty of the Guard is to secure all the entry and exit points of BAP factory premises including extended factory premises and any other points that may be assigned to him by the Security In-Charge of BHEL/BAP Security from time to time.

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2.4 The duty of the Guard is to keep watch over the persons visiting the BAP unit for the purpose of safety & security and guard against infiltration and against removal of BHEL's property by unauthorized persons AND/OR to perform the general duties of Security Guard also.

3. **PERIOD OF WORK:**

The contract will be for a period of 12 months from the date of commencement of work as would be mentioned in the LOI/WO,(i.e., 10 days from the date of LOI/WO or actual date of commencement) which may be awarded initially for 3 months. Further extension of 9 months or part thereof shall be considered on having found security services as satisfactory during this initial period of three months.

The performance of the Agency will be reviewed on quarterly basis. In case the performance is found unsatisfactory, the Contract will be terminated by giving one month's notice. No compensation will be paid to Contractor in such cases. The period may be extended or curtailed at the sole discretion of the Company.

Option clause:

3.1 The security contract may be extended for another one year from the date of expiry of one year contract on the same rates, terms and conditions if mutually agreed in writing.

4. **PROFORMA FOR EVALUATION OF PRE-QUALIFICATION OF BIDDERS:**

The agencies who are submitting their offers must furnish the following details along with documentary evidence of their claims. However, any surrogated submission in any form will disqualify them from consideration.

GENERIC:

Name of the Agency	Postal Address	Communication Address	Contact Person	Emergency contact mode / Number

SPECIFIC:

Sl. No.	Description	Minimum Required
1.	<ul style="list-style-type: none"> ➤ The Security Agency should be registered with Director General of Resettlement, Ministry of Defence, Govt. of India. Copy of Registration Certificate duly Notarized should be submitted ➤ State ESM Corporations are eligible to apply without Registration by DGR as per extant DGR guidelines. 	
2.	Average annual audited financial turnover during the last three years, ending 31 st March 2015 of the previous financial year	Should be at least Rs. 19.00 lakhs
3.	<p>Highest value of similar nature of work executed in any single year during last 7 years (i.e., from 2007-08 to 2014-15).</p> <p>Note :-</p> <ul style="list-style-type: none"> ➤ Providing security services to PSU's, Public sector banks, Central Govt. Offices, Govt. Educational and Training Institutions, Hospitals, offices / Undertakings. ➤ Self attested copies of the work orders shall be furnished along with work completion certificates. 	<p>i) Three (3) similar completed works costing not less than Rs. 25.00 lakhs each.</p> <p style="text-align: center;">OR</p> <p>ii) Two (2) similar completed works costing not less than Rs. 30.00 lakhs each</p> <p style="text-align: center;">OR</p> <p>iii) One (1) similar completed work costing not less than Rs.49.00 lakhs</p>
4	Security Agency should have credible Supervisory infrastructure and network keeping in view of the area of deployment and requirement of guards in the region	
5	Security Agency should have documents proving compliance of DGR wage rates and other labour laws and rules. [copy of the wage slips of its employee (minimum five) to be submitted along with photo copies of Bank statement or pass book showing relevant entries of wage remittances to its employees not older than two months]	
6	<p>Security Agency should have at least one office with Landline telephone connection and fax/Email facility in which the branch/office is located and office should be manned during the office hours. Self attested copies of the following documents shall be submitted.</p> <ul style="list-style-type: none"> ➤ Latest Landline & Electricity Bills 	
7	Security Agency shall not be owned or controlled by any director or officer/employee of BHEL or their relatives having the same meaning as assigned under section 6 of the Companies Act 1956. (A NEAR RELATIONSHIP CERTIFICATE as per format given in Section A2 denying the ownership of security Agency by any director or officer/employee of BHEL or their relatives having the same meaning as assigned under section 6 of the Companies Act 1956 issued by the CEO or Director or Partner or Sole Proprietor of the Agency, is to be submitted along with the tender).	

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8.	<p>The tenderer or any of the Proprietor, Partner, Director, Shareholders or their spouse working as contractor in BHEL or any Government Department/Public Undertaking should not have been:</p> <p>a. Black listed.</p> <p>b. Removed from the approved list of Contractors.</p> <p>c. Demoted to lower class of job.</p> <p>d. Under Orders for banning or suspending business with him/them.</p> <p>A declaration as per format given in Section A2 is to be submitted along with the Tender documents.</p>	
9.	Proof of the documents shall be submitted along with the tender for the following:	
A.	Copies of audited Balance Sheet and Profit & Loss account for last three financial years ending on 31.03.2015 duly certified by a Chartered Accountant in original are to be submitted. If accounts for the year 2014-15 are not finalized the above documents for the years 2011-12, 2012-13 and 2013-14 can be submitted.	
B.	Self-attested copies of Income Tax Returns for the last three years.	
C.	Provident Fund Account No. along with self- attested copy of PF registration certificate. Copy of ECR of EPF for the last two months is to be submitted.	
D.	ESI No. along with self-attested copy of ESI registration certificate and last two months history sheet of ESI remittance.	
E.	PAN No. (Mandatory) along with self-attested copy of Pan card.	
F	After accepting the LOI /agreement from BHEL it is mandatory to obtain Licence from Regional Labour Commissioner, Chennai, Govt. of India, Ministry of Labour & Employment authority for engaging contract labours for execution of the contract.	
G	Service tax registration No. along with self-attested copy of Service Tax Registration Certificate.	
H	Valid licence issued by Tamil Nadu State Police Department, Chennai in accordance with section 4 & 7 of the Private Security Agency Regulation Act 2005. The license should be valid for the Agency to operate in the location where BHEL/BAP unit is located.	

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I	<p>The tenderers shall also furnish the following documents/ details:</p> <p>Status of tenderer, i.e., whether Proprietary concern, Registered Partnership firm, Private Limited Company, Public Limited Company, Co-operative society etc. along with following documents:</p> <ol style="list-style-type: none"> i. In case of Proprietary firm, Notarized copy of affidavit of Sole Proprietary. (if applicable). Document regarding date of commencement of business. ii. In case of Partnership concern, Notarized copy of Partnership deed along with amendment if any and proof of registration of firm (Form A&C). iii. In case of Limited Companies, Memorandum & Articles of Association, Certificate of Incorporation, authorised, subscribed and paid up capital (Certification of Registration). iv. In case of Co-operative society, Notarized copy of the certificate of registration from the Registrar of Co-operative societies. <p>If required the original documents will have to be produced for verification.</p>	
J	<p>Micro Small Enterprises Certificate (if applicable). Refer cl.26 of Section A2-Instruction to Tenderers and Terms and Conditions</p>	
K	<p>BANK DETAILS:</p> <p>The enclosed EFT format is to be submitted duly signed by the authorized signatory of the Agency and certified by bank official in original. The EFT format is attached in Annexure- D</p>	
L	E-Mail ID	

Similar job means the Agency shall have experience in providing security services as mentioned in **Note above and as referred in** the scope of work.
Necessary supporting documents should be furnished in support of the above qualifying criteria.
The offer from those bidders who do not qualify for the above condition shall not be considered.
The Company has right to seek any document.

Signature of Tenderer with Stamp

5 TENDER DOCUMENTS:

The tender document consists of:

Sl. No.	Particulars
a)	Open Tender Notice
b)	Invitation to tender (Techno - commercial Bid) at Section - A1
c)	Instruction to tenderers & terms and conditions at Section - A2
d)	Form of Tender at Section - A3
e)	Special Conditions of Contract at Section – B
f)	Business rule and terms & conditions of online price bidding cum e-reverse auction at Section – C
g)	EFT Format at Section –D
g)	Unpriced Bid (Schedule of Work) at Section – E
h)	Price Bid at Section – F

Bidders are requested to visit BHEL, BAP unit, Ranipet to get acquainted with site conditions and the nature of work involved before submission of their bids.

6. Tender Document with necessary details will be available on all working days from 29.10.2015 to 19.11.2015, 1.00 PM, at the office of Manager/HR-GAX, HRM Department, Ranipet -632 406, Tamil Nadu State or can be downloaded from BHEL website <http://www.bhel.com> and central public procurement portal www.eprocure.gov.in & <http://tenders.gov.in>.
7. Sealed bids shall be submitted in the manner as mentioned below:
 - a) First sealed Envelope super scribed as "PART-1: Techno Commercial Bid - Providing Security and Surveillance Services at the BHEL Boiler Auxiliaries Plant, Ranipet, Tamil Nadu State- 632 406", shall contain full set of all the above tender documents listed under point 5 (a to g) above duly filled-in and documents in support of pre-qualification with official seal & signature on all pages but without any mention of rates & prices. First envelope shall also contain "TENDER DOCUMENT FEES" (in the form of DD or Pay Order payable at any scheduled bank in Ranipet, Arcot, Walajahpet, Vellore District, Tamil Nadu or SBI, BHEL Project, Mukundarayapuram(code 7013)) if the tender document is downloaded from the website.
 - b) Second sealed Envelope superscribed as "PART-2 : Price Bid - Providing Security and Surveillance Services at the BHEL, Boiler Auxiliaries Plant, Ranipet, Tamil Nadu State- 632 406" shall contain prices filled in strictly as per format 5 (h) Price Bid above, i.e., Price Bid at Section-E and no other additional papers to be enclosed therein.

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- c) Both the above envelopes should be kept in another cover, sealed and superscribed as "Bid - Providing Security and Surveillance Services at the Boiler Auxiliaries Plant, BHEL, Ranipet, Tamil Nadu State- 632 406" addressed to Manager/HR-GAX, BHEL/BAP, Ranipet, Tamil Nadu- 632 406 and shall be submitted to his office till 03.00 PM of 19.11.2015. Offers received late are liable for rejection.
8. The sealed bids shall be submitted to "THE MANAGER/HR-GAX, HRM Department, BHEL/BAP, Ranipet- 632 406, Tamil Nadu till 03.00PM on xx.11.2015. The envelope shall be super scribed with "Tender for Providing Security Services- at the BHEL, Boiler Auxiliaries Plant, Ranipet, Tamil Nadu State- 632 406" Tender No BHEL/BAP/HR/ADMN/SEC:2015 dt.28.10.2015. Further to the submission of the bids, un-priced bids will be opened on the same day at HRM Conference Hall, BHEL/BAP/Ranipet at 15.30 hrs. in presence of the tenderers or their authorized representatives. After ascertaining the techno-commercially suitability of the offers, the price bids of techno-commercially acceptable bidders will be opened on a specified date which will be communicated to the bidders for participation to witness the same.
9. Acceptance of the bid will be intimated to successful bidder through a Letter of Intent (LOI) and this letter will be treated as authorization for award of work. The bidder shall sign the said copy of LOI and send to BHEL/BAP, Ranipet within five days (5) from the date of receipt of the same. In the event of failure on the part of the bidder to sign and return the LOI within the specified time, BHEL shall have the right to black list the tenderer in line with extant BHEL policy. The decision of BHEL is final and binding on this matter.
10. **Contract Performance Guarantee (CPG) / Bank Guarantee:**
The successful bidder should deposit CPG or Bank Guarantee for amount equivalent to 10% of one month's wage bill.
11. The bid shall be valid for a period of "**Three (03) months**" from the due date of submission of the bid.
12. BHEL decision shall be final & no correspondence shall be entertained in this regard
13. Negotiation, if required, will be conducted with L1 bidder.
14. On submission of the tender, it is deemed that bidders have read, understood and agreed to the entire tender document.
15. The Company reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.
16. The successful bidder should execute an agreement with BHEL:BAP:RANIPET in non judicial stamp paper of value Rs.100/-.

Sd/-

**Manager/ HR-GAX,
BHEL/BAP,Ranipet**



Bharat Heavy Electricals Limited

Boiler Auxiliaries Plant

(A Government of India Undertaking)

Ranipet, Tamil Nadu State- 632 406

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Part 1: Section - A2

INSTRUCTIONS TO TENDERERS & TERMS AND CONDITIONS

Name of Work: Providing Security and Surveillance Services at the Boiler Auxiliaries Plant Unit, BHEL, Ranipet- 632 406, Tamil Nadu

1. Tenderers to furnish pre-qualifying documents in support of the scope of the work along with the Unpriced Bid.
2. Bids of those Tenderers, who do not satisfy the above criteria, will not be considered further.
3. Tenderers are advised to go through all the documents and affix the signature in each page with seal.
4. Tenders not properly filled, over-written or with arithmetical mistakes, delayed or generally not complying with the conditions are liable to be rejected.
5. Every tenderer is expected to inspect the location of buildings in BAP where deployment is proposed to be carried out (before quoting). Tenderer must go through all the tender documents. Any further clarifications required can be had from Manager/HR-GAX, BHEL/BAP, Ranipet.
6. The tenderer shall make no alterations in the tender documents.
7. The acceptance of a tender will rest with the BHEL/BAP, Ranipet, who reserves the right to reject any or all the tenders without assigning any reason.
8. On acceptance of the tender, the Contractor shall intimate the name of his accredited representatives who would be responsible for taking instructions from the Employer or its representative and for carrying out the work.
9. The bidder shall be solely responsible for payment of ESI and EPF admissible as per the statutory rules.
10. Any breach of the condition of this contract by the contractor or by any one employed by him or acting on his behalf, BHEL has the right at any time to terminate this contract, either wholly or in part, by giving one month notice in writing to the contractor by a registered mail. The BHEL shall have no further liability to make any payment in terms of the agreement.

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11. EVALUATION AND COMPARISON OF BIDS:

The detailed process for BID Evaluation is as follows:

a) First Stage: Techno-Commercial Bid Evaluation :

The techno-commercial offers received from the bidders will be evaluated as per the tender terms and conditions of the NIT. The Tender Committee may call the bidders/bidder's representatives for detailed techno-commercial discussions, clarifications, presentation if required. The names of techno-commercially qualified bidders will be intimated for participation in the online price bidding cum reverse auction or opening of the Price bids (i.e., sealed price bid received along with the bid) if online price bidding cum reverse auction is not conducted due to any reason.

b) Second Stage: Online Price bidding cum Reverse Auction and Collection of online final price bid history from service provider:

As per prevailing guidelines, BHEL/BAP shall be conducting Online Price bidding cum Reverse Auction prior to opening of price bids. All techno-commercially acceptable bidders who have accepted business rules provided by our service provider are eligible to participate in the online price bidding cum reverse auction. After the online price bidding cum reverse auction, BHEL will collect the final price comparative statement from service provider.

Placement of the order shall be considered on the L1 price so arrived.

ALL PRICE BIDS WOULD BE EVALUATED BY CONSIDERING THE SERVICE CHARGES QUOTED BY THE BIDDERS.

BIDDERS SHALL QUOTE BIDDER'S PORTION OF SERVICE TAX (PERCENTAGE TO BE MENTIONED BOTH IN FIGURES & WORDS) IN THE PRICE BID. HOWEVER, SERVICE TAX WILL NOT BE CONSIDERED FOR EVALUATION.

Note:

- a) During the online price bidding cum reverse auction, if no bid is received within the specified time or then BHEL, at its discretion may scrap the online price bidding cum reverse auction process and open only sealed price bids of those bidders who are techno-commercially qualified for opening of Price bids.
- b) In case of offers which contain price details / partial price details of the prices in the Techno-Commercial bid, sealed price offer only shall be considered for evaluation.
- c) In case of more than one bidder qualify as L1 as per the aforesaid evaluation process, the contract will be awarded to the bidder which is of higher seniority. The seniority shall be assessed between the bidders in the following manner;
 - i. Date of Incorporation (of Company)/ Registration with Registrar of Firms (Partnership)/ Date of Registration as MSE/ Date of Commencement of Business (Proprietorship). The aforesaid dates must be established by the bidder with relevant and acceptable documents issued by statutory/legal authorities.

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Part 1: Section - A2-Page 3

- ii. In case bidder is not able to satisfactorily establish the above, then the date of registration/ empanelment with DGR will be reckoned for the purpose of deciding on the seniority.
- d) Negotiation, if required, will be conducted with L1 bidder arrived as per point 11. Note (b).
12. The tenderer shall sign each and every page of the tender documents and submit in the appropriate part of the bid.
13. Tenders not received in the prescribed form as specified in the Invitation to tender will be liable for rejection.
14. The Tenderer(s) shall duly fill in the "Form of Tender" in the tender documents and submit along with Techno-Commercial Bid (Part-I) of the Tender. Non-submission of duly filled in & signed form of tender shall make the tender liable for rejection.
15. The Invitation to Tender, Instructions to Tenderers & Terms and Conditions, Form of Tender, Special Conditions of Contract, Business rule and terms & conditions of online price bidding cum e-reverse auction, Price Bid(Schedule of Items), along with the Unpriced offer shall form part of the contract.

16. The tenderers shall also furnish the following documents/details:

- 16.1** Each page of the tender shall be signed by the tenderer. Tender by a partnership firm shall be signed in the firm's name by one of the partners duly authorised by other partners. Tender by Company shall be signed in the name of the Company, by a person duly authorised on its behalf. A power of attorney or other satisfactory proof showing that the person signing the tender document on behalf of the Company is duly authorised to do so, shall accompany the tender. Tender submitted by the Tenderer without furnishing the full particulars and/or documents as asked in tender documents or furnishing particulars or submitting tender documents without strictly adhering to the directions given herein shall be rejected.
- 16.2** Information about officer of the firm/Company being an employee, past or present, of BHEL or relationship of any employee of BHEL with Proprietor, Partner - Director of the Company (bidder) is to be furnished. No employee of BHEL and their dependants are eligible to submit their offer against this tender. Even if they submit out of ignorance, the offer shall be disqualified.

16.3 NEAR RELATIONSHIP CERTIFICATE

The bidder should give a certificate as per the format is given in Section-A2 that none of his/her near relative as defined below, is working in BHEL BAP Ranipet. In case of proprietorship firm certificate will be signed by the proprietor. For Partnership firm the certificate will be given by all the partners and in case of limited company by all the directors of the Company excluding Government of India/ Financial institution nominees and independent non-official part time Directors appointed by Government of India or Government of the State and full time Directors of PSUs both State and Central. Due to any breach of these conditions by the company(bidder) or firm(bidder)

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or any other person (bidder) the tender will be cancelled and bid security will be forfeited at any stage whenever it is noticed and BHEL will not pay any damage to the company or firm or the concerned person. If the certificate is not given the bid will be rejected.

16.3.1 The company or firm or the person will also be debarred for further participation in tenders in BHEL BAP Unit Ranipet.

16.3.2 The near relatives for this purpose are defined as:-

(a) Members of Hindu Undivided family

(b) They are husband and wife

(c) The one is related to the other in the manner as father, mother, son(s), Son's wife (daughter-in-law), Daughter(s) and daughter's husband (son-in-law), brother(s) and brother's wife, sister(s) and sister's husband (brother-in-law)

16.4 Whether the tenderer or any of the Proprietor, Partner, Director, Shareholders or their spouse working as contractor in BHEL or any Government Department/Public Undertaking has been:

a. Black listed.

b. Removed from the approved list of Contractors.

c. Demoted to lower class of job.

d. Under Orders for banning or suspending business with him/them.

If yes, give the details indicating the period. If NO, a declaration is to be given in the format given in Section –A2. If the Declaration is not given the offer will be rejected.

16.5. **Banning of Business dealings:**

If it is found during the validity of the Contract that the Contractor or his agent/representative or any other person claiming interest under him, indulges in any malpractice/activity prejudicial in the interest of the BHEL/BAP Unit or detrimental to the BHEL/BAP Unit, equipment and property, the said Contract may be terminated at once and a ban on any further business dealings shall be imposed for a specified period under the laid down procedure of the Company. In such cases no damages are payable by BHEL.

16.6. **Contractor's Background:**

Persons convicted for any criminal offence involving moral turpitude/economic offences (other than freedom struggle) would not be eligible for allotment of Contract and if such a person is allotted the Contract by suppression of information, it will be cancelled.

16.7. Whether already registered with BHEL or any other Govt. Department/Public Undertaking? If yes, furnish the following information and submit the documentary evidence:

Signature of Tenderer with Stamp

Sl. No.	Name of the Organization registered with	Category of work	Qualified to tender up to Rs.	Date of Registration	Validity of Registration

(If space is not sufficient the details may be given in a separate sheet duly signed by the tenderer with seal.)

18. Directorate General Resettlement, Ministry of Defence, Registration.
19. The tenderer shall quote for the entire tendered quantity as per scope of work. The tenderer shall be ranked L-1, L-2,.etc. on the basis of quoted rate and the amount of derived value for all the tendered items i.e. lowest rate shall be ranked as L-1 and so on. Service Tax has to be quoted by the bidders in Unpriced bid as well as in Price bid. However, Service Tax will not be considered for evaluation of bids.
20. The tenderer shall quote prices for all activities detailed in the scope of work given In Special conditions of contract and as per the format given thereupon in "Schedule of Work – Price Bid".
21. The tenderer shall inspect and examine the Company site, the transport condition including roads and their surroundings as applicable and shall satisfy himself before submitting his tender as to the nature of work, the form and road conditions and materials, equipment and labour necessary for the completion of the works and the means of access to site, the accommodation he may require and in general shall himself obtain all necessary information as to risk, contingencies and other circumstances which may influence or effect his tender. No complaints on these accounts shall be entertained after submission of the tender.
22. Price Bid: The tenderer(s) shall submit the price bid (Section - F) as per the format given herein as "Schedule of Work".
23. Tenders containing overwriting or erasing, without authentication with full signature on the page(s) of "Schedule of Work" (Price Bid) and amount/ quantity not shown in figures and words will be liable for rejection.
24. The following certificate is to be submitted by the Bidder along with Unpriced Bid.

Signature of Tenderer with Stamp

25. Discrepancy in “words” & “Figures”

The rates & quantities quoted in the tender shall be in figure as well as in words.

- a) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price(which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of BHEL there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) 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 subject of (a) and (b) above.
- d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of BHEL, the bid is liable to be ignored.

26. MSE CLAUSE:

MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity(five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate(as below) where deemed validity of EM II certificate of five years has expired)applicable for the relevant financial year(latest audited). Date to be reckoned for determining the deemed validity will be the last date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal .Documents should be notarized or attested by a Gazetted officer.

All MSE suppliers shall continue to be in PMD with MSE status based on the EM II certificate or valid NSIC certificate.

Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration.

- a) Valid NSIC certificate or
- b) Entrepreneurs Memorandum part II(EM II) certificate (valid based on deemed validity of 5 years) or

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- c) EM II certificate along with attested copy of CA certificate(as per prescribed format as below applicable for the relevant financial year(latest audited) , where the deemed validity of EM II is over.

However credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers as per clause9ii) at the time of tender evaluation.

Certificate by Chartered Accountant on Letter head

This is to certify that M/s.....(hereinafter referred to as 'Company') having its registered office at is registered under MSMED Act 2006,(Entrepreneur memorandum No(Part-II).....dtd:..... Category :.....(Micro/Small).(Copy enclosed)

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery(i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006:
Rs..... Lacs
2. For Service Enterprises: Investment in equipment(original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006.
Rs..... Lacs

(Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of Rs..... Lacs for Micro/Small(Strike off which is not applicable)Category under MSMED Act 2006.

Or

The company has been graduated from its original category(Micro/Small)(Strike off which is not applicable) and the date of graduation of such enterprise from its original category is(dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O.No.3322(E) dated 01-11-2013 published in the gazette notification dated 04-11-2013 by Ministry of MSME.

Date:

(Signature)

Name:

Membership No. & Seal of Chartered Accountant:

Signature of the Tenderer with seal
(Authorized Signatory)

Signature of Tenderer with Stamp

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27. Tender(s) with rates in units different from those prescribed in "Schedule of Work" will be liable for rejection. Tenders not received in the prescribed format of "Schedule of Work" specified herein shall be liable for rejection.
28. The rates in the tender shall cover all statutory duties/ taxes/ levies, as on date of tender, except service tax thereon.
29. Conditional tenders either in Part-I or Part-II of the tender shall be liable to be rejected. Tenderer must go through all the terms and conditions provided in the set of tender document and submit bonafide offer.
30. Any request from the tenderer in respect of additions, alterations, modifications, corrections etc. of either terms & conditions or arithmetical correction or correction on account of overwriting/erasing of rates of his tenders after opening of the tenders, shall not be entertained under any circumstances. If the tenderer withdraws his tender after opening of the tender, but before the expiry of the validity period of the tender, the tenderer will be black listed in line with extant BHEL policy. The decision of BHEL is final and binding on this matter.
31. By submitting a tender for the work, the tenderer will be deemed to have satisfied himself that the rates quoted by him in the tender will be adequate to complete such work according to the specifications and conditions attached hereto and he has taken into account all conditions and difficulties that may be encountered during its progress/execution. Any complaint in this regard after submission of offer shall not be entertained.
32. Acceptance of the tender will be intimated to the successful tenderer by a Letter of Intent (LOI) to be followed by agreement. The contractor shall then be required to execute an agreement after deposit of CPG within the time specified in the Letter of Intent. In the event of failure on part of the contractor to sign the Agreement within the specified time, no payments shall be made till signing of agreement.
33. The date of commencement of work will be 10 days from the date of LOI or actual date of commencement of the work.
34. Canvassing in any form is strictly prohibited and tenders submitted by the tenderer who resort to canvassing, will be liable for rejection.
35. Tender shall be properly bound and submitted.
36. Tender documents are not transferable.
37. Proprietary concern, Registered Partnership firm, Private Limited Company, Public Limited Company, Co-operative society etc. formed after date of tender are not eligible for participating in the tender.

Signature of Tenderer with Stamp

Part 1: Section - A2-Page 9

38. It shall be the responsibility of the persons submitting the tender to ensure that the bids have been submitted in the formats and as per the terms and conditions prescribed in the tender / BHEL Website and no change is made therein before submission of their tender. A certificate as per format given in Section A2 is to be submitted. If the certificate is not given, the offer will be rejected. In the event of any doubt regarding the terms and conditions/ formats, the person concerned may seek clarifications from the authorised officer of BHEL. In case any tampering/unauthorised alteration is noticed in the tender submitted from the Tender Document available on the BHEL Website, the said tender shall be summarily rejected and the Company shall have no liability whatsoever on the matter.

Sd/-
Manager (HR-GAX)
BHEL/BAP, Ranipet

Signature of Tenderer with Stamp

DECLARATION

I / We hereby declare that the firm Shri/ M/s _____ (Name of the firm) or any of the Proprietor / Partner / Director / Shareholders of the firm or their spouse working as contractor in BHEL or any Government Department or Quasi Government Agencies or Public Sector Undertakings has not been debarred or delisted or removed from the approved list of contractors or demoted to lower class of job or under orders of banning or suspending business with him/them.

Signature

Proprietor / Partner / Director of the Firm with Stamp of the Firm

Signature of Tenderer with Stamp

CERTIFICATE

This is to certify that that Tender document is downloaded from the website <http://www.1bhel.com> or www.tenders.gov.in or <http://www.eprocure.gov.in> and has not been tampered. However, if there is any discrepancy, the Tender document duly signed and approved by competent authority available with HR Department of BHEL, BAP, Ranipet shall be final.

Signature

Proprietor / Partner / Director of the Firm with Stamp of the Firm

Signature of Tenderer with Stamp

NEAR RELATIONSHIP CERTIFICATE

I _____ son of _____ hereby certify that none of my relative(s) as defined in tender document is/are employed in BHEL BAP, Ranipet unit as per details given in the Tender document. In case at any stage, it is found that the information given by me is false/incorrect, BHEL shall have the absolute right to take any action as deemed fit without any prior intimation to me.

Signature

Proprietor / Partner / Director of the Firm with Stamp of the Firm

Signature of Tenderer with Stamp



Bharat Heavy Electricals Limited

Boiler Auxiliaries Plant

(A Government of India Undertaking)

Ranipet, Tamil Nadu State- 632 406

Page 1

Section - A3

TENDER NOTICE NO: BHEL/BAP/HR/ADMN/SEC:2015

Dated: 28.10.2015

FORM OF TENDER

(Tenderer are required to fill up all the blank spaces in this tender form)

To,
The Manager (HR-GAX)
HRM Department
BHEL/BAP
Ranipet- 632 406
Tamil Nadu

Sir,

Name of Work: Providing Security and Surveillance Services at the BHEL, Boiler Auxiliaries Plant , Ranipet- 632 406, Tamil Nadu

1. I/We having examined the Tender document for your Tender No.. BHEL/BAP/HR/ADMN/SEC:2015.dated 18.09.2015 for the above named work, we the undersigned offer to execute whole of the said work in conformity with the said tender document containing the Invitation to Tender, Instructions to Tenderers, Special Conditions of Contract including Scope of work, Techno - Commercial terms and Price Bid at the rates stated therein.
2. I/We, undertake, if our tender is accepted, to commence the work as per the agreement terms from the date as mentioned in the same and also undertake the assignment as per the agreement. We also agree that the contract / agreement shall be signed within the period as mentioned in the Letter of Intent.
3. A sum of Rs.800./- (Rupees eight hundred only) shall be accompanied as "TENDER DOCUMENT FEES" (in the form of DD or Pay Order payable at any scheduled bank in Ranipet or SBI, BHEL Project, Mukundarayapuram(code 7013) if the tender document is downloaded from the website.
4. I/We agree to abide by this Tender for the period of 90 days from the due date of receipt /opening of the tender and it shall remain binding on me/us and may be accepted by you at any time before the expiry of the period. I/We also agree that we shall not withdraw / vary the tender during the aforesaid validity period of 90 (ninety) days.

Signature of Tenderer with Stamp

- 5. If I / We withdraw / vary the tender bids, BHEL shall have the right to black list the tenderer in line with extant BHEL policy. The decision of BHEL is final and binding on this matter.
- 6. Should this tender be accepted by you, I / we hereby agree to abide by and fulfill all terms & conditions of contract and in default thereof to pay BHEL/BAP or their successor or their authorised nominees such sum of money as are stipulated in the terms and conditions contained in the contract.
- 7. BHEL/BAP has the right to reject all tenders, in part or in full without assigning any reason whatsoever.
- 8. Till a formal agreement is prepared and executed, this tender along with other documents as stipulated in Clause-5 of Invitation to Tender together with your written acceptance thereof shall constitute a binding contract between us.

Dated this _____ day of _____

TENDERER :

SIGN-----

NAME-----

DATE-----

In the capacity of _____

Duly authorised to sign tender form

and On behalf of -----

WITNESSES:

Signature: _____

Name: _____

Date: _____

Address: _____

Occupation: _____

Signature of Tenderer with Stamp



Bharat Heavy Electricals Limited

Boiler Auxiliaries Plant

(A Government of India Undertaking)

Ranipet, Tamil Nadu State- 632 406

Page 1

Part-1:Section - B

SPECIAL CONDITIONS OF CONTRACT

TENDER NO.: BHEL/BAP/HR/ADMN/SEC:2015

Dated: 28.10.2015

Name of Work: Providing Security and Surveillance Services at the Boiler Auxiliaries Plant Unit, BHEL, Ranipet- 632 406, Tamil Nadu.

1. The conditions here in before referred to in the Contract (as hereinafter defined) as the following words and expressions shall have the meaning hereby assigned to them except where the subject or context otherwise required.
 - a) "Company" / "BHEL" shall mean Bharat Heavy Electricals limited, Boiler Auxiliaries Plant, Ranipet-632 406, Tamil Nadu , incorporated under the Companies Act, 1956, having its Registered Corporate Office at BHEL House, Siri Fort, New Delhi- 110 049 and include its successors and assigns.
 - b) "Agency" / "Security Agency" shall mean the Security Agency / firm or party to whom the contract is awarded and shall include his / their legal representative/s assigns.
 - c) "Site" shall mean Boiler Auxiliaries Plant (BAP), BHEL, Ranipet, Tamil Nadu 632 406..
 - d) "Contract" shall mean instructions to tenderers, conditions of contract, scope of work, schedule of items and letter of intent.
 - e) "Notice in Writing" or "Written notice" shall mean a notice written, typed or printed characters, sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address and of registered office of the addresses and shall be deemed to have received, when in the ordinary course of post, it would have been delivered.
 - f) "Letter of Intent" means intimation by a letter to the tenderer that his tender has been accepted.
 - g) "Contract price" means the sum named in the tender subject to such additions thereto or deductions there from as may be made under the provisions of the Contract.
 - h) "DGR" means Director General of Resettlement, Ministry of Defence, Government of India.

Signature of Tenderer with Stamp

2. HEADING TO THE CONTRACT CONDITIONS:

The heading to these contract conditions shall not affect the interpretations thereof.

3. Required manpower to be provided daily in all Shifts is as follows:-

Sl. No.	Required Man power	Required Number
01	Supervisor	03
02	Security Guard without arms	30
	Total	33

Only Ex-servicemen will be considered for all the above categories of Security personnel. For this purpose, Ex-servicemen will include ex-personal from Army, Navy, Air Force, BSF, CRPF, CISF and ITBP.

The Agency shall provide Weekly Off / National and Closed Holiday. No overtime charges / extra charges other than what is agreed per head for 33 security personnel (Security Guards without Arms- 30 Nos. + Supervisors (Head Security Guards) – 3 = 33 Nos.) shall be payable by BHEL to the Agency.

As per DGR guidelines, 1/6th of wages including all Allowances and statutory payments/deductions for this amount is included in the wage pack as Relieving Charges. The contractor will make provision for replacement of guards on account of leave/absenteeism etc. due to any reason.

The Agency shall furnish the names, permanent & local addresses of the Agency's employees deployed at the Company's premises from time to time along with the latest photographs, thumb impression and signature to the Security in charge of BHEL, BAP, Ranipet before the deployment.

SHIFT TIMINGS	WORKING HOURS
First Shift	07.00AM to 03.00PM *
Second Shift	03.00PM to 11.00PM *
Third Shift	11.00PM to 07.00AM *
General Shift	08.30AM to 05.30PM *

* As per needs of the Company timings may vary from time to time.

4. Character and antecedents of all Human Resources employed by the Agency at BHEL/BAP should be verified by police prior to deployment of the personnel. The verification duly certified by the police is to be submitted to the Company prior to the deployment of the personnel on duty. The authorized signatory of the Agency should submit a monthly certificate to this effect.

Signature of Tenderer with Stamp

5. The deployment of guards/supervisors at any premises of the Company, based on the exigencies of work shall be exclusively at the discretion of the Company.
6. The Security Guards/Supervisors deployed by the Agency at BAP premises should be covered under ESI, PF and all other statutory provisions as applicable from time to time. All applicable tax and labour laws will have to be adhered to. Prescribed records/returns under such applicable statutes like Minimum Wages Act, Contract Labour Abolition Act, PF, EDLI, ESI, Statutory Bonus, Professional Tax, Income Tax etc. will have to be properly maintained and produced as and when required by BHEL and authorities under law.
7. The Security Guards and Supervisors deployed by the Agency will have to be equipped with identification cards while on duty, which will have to be produced whenever demanded by the Company officials/security officers. Due to specific reasons the security guards deployed on job inside premises of BAP should not use or carry Mobile Phones.
8. The Agency shall ensure that the employees / workmen employed by them shall at all times be neatly and properly dressed in appropriate uniforms displaying the logo of the security Agency and a badge indicating their identity, and shall be polite and courteous to all officers, employees/ workmen / customers of the Company and shall maintain high standard of discipline, decency and decorum. Any member of the staff whose work or conduct is found unsatisfactory by the Company, such employee should be replaced forthwith at no additional cost to the Company.
9. Agency shall make his own arrangement for accommodation for its security personnel and BHEL will not extend any facility/amenity that are extended to the staff and the families of it's employees to the security staff of contracting Agency. However, BHEL/BAP at it's discretion may provide subsidized food and beverage facilities for the security personnel of the Agency during their working hours which the Agency may avail.
10. The guards are required to work in shifts of 8 hours each. No guard is to leave his work spot till he is relieved by another guard. The Agency will ensure that, the security guards turn out in smart uniforms and are punctual at work. Further, the Security personnel shall be fully equipped with proper uniform including winter and rainy season kits, lathis, whistles etc., as per need for carrying out their duties effectively..
11. The Security Agency has to ensure adequate training to the employees either on their own or through any other training institution empanelled by DGR. Also the security Agency has to ensure that their employees undergo a prescribed security and fire fighting orientation course.
12. The Security Agency agrees that the duty of security guard is to keep a watch over persons visiting the BHEL/BAP premises or keep vigil over the periphery of BAP from Watch Towers and identified locations for the purpose of safety and security and guard against infiltration and against removal of BHEL/BAP's property by any unauthorized

person AND/OR to watch and guard the above, and the movement whether inside or outside the BHEL/BAP premises.

13. The Supervisors (HSG) of the Security Agency shall report to the concerned officer in-charge/ official of executing authority daily for the purpose of briefing /debriefing. They must carry out checking of guards wherever deployed for alertness on regular basis as instructed by executing authority. BHEL/BAP will not be liable for any separate payments for this arrangement and the cost of such arrangement shall be borne entirely by the Contractor.
14. The security guards deployed by the Agency at BAP premises must be physically and mentally fit. In case of sickness of any guard during duty hours, the Agency will have to arrange for the evacuation of the guard and necessary replacement to be provided immediately. Prior consent of the Head/HR or his authorized representative shall be obtained before a new security guard is posted at BAP premises. The security guards to be deployed at BAP premises are to undergo 'safety training' compulsorily.
15. In the event of theft, pilferage, damage to property of the Company or any other loss, the Company shall report the matter to the local police first. The Agency agrees that in case of any loss of cash/materials/other properties of the Company, which may arise directly or indirectly due to absence or dereliction of duty or inattentiveness or negligence or collusion of the Agency's employee, such loss will be made good by the Agency and all liabilities arising out of such incidents will be fully met by the Agency. If the inquiry reports of the Company and the Agency are conflicting on this point, it is agreed between the parties that the Company's report shall prevail and be final. Such quantum of loss assessed and payable by the Agency shall be paid to Company within a month of demand and upon failure of the Agency to do so, the Company, without prejudice to other recovery measures either through Court of Law or otherwise, shall have the right to adjust the monthly bills payable to the Agency towards the amounts payable by the Agency till the entire dues are wiped off.
16. In case of any injury / death of any staff member of the Company or a public Member because of firing of weapon of the Agency's employees for any reason whatsoever, the Agency shall be liable to pay compensation as deemed necessary and become payable to the injured / deceased or their legal claimants.
17. The Agency shall disburse the wages to their staff deployed in BAP premises on or before 7th of the following month by directly crediting to their respective bank accounts only. It is mandatory for the Contractor to provide Bank A/C details of the employees working under this contract, along with ESI/EPF registration details. Payment of the bills will be considered only if the bank statement for wage payment along with photocopies of ESI, PF and Service Tax remittances of the previous month accompanies the bill.

18. PRICING:

While quoting the rates, the guidelines given below should be followed:

Signature of Tenderer with Stamp

Part-1:Section – B-Page 5

- a. **Wages:** Minimum wages payable as per the notification issued by Directorate General of Resettlement (DGR) , Govt. of India, Ministry of Defence from time to time for various category of security personnel and as per Area as defined in the DGR notifications. For the information of the tenderers, the applicable DGR minimum wages rates have been revised with effect from 01 April 2015 vide Notification No. 2112/SA/MINIMUM WAGES/EMP dated 10.04.2015. As per DGR guidelines, the location of BHEL/BAP, Ranipet is presently categorized as Area-C. Please note that as per DGR guidelines , wherever the State minimum wages are higher than the wages notified by DGR, the higher wages shall be protected and payable. The existing wages for various category of security personnel for Area – C as per the above DGR notification including applicable allowances, are furnished in sections E & F.
- b. **TAXES & DUTIES:** This clause shall be applicable not withstanding any other clause related to taxes & duties mentioned elsewhere in this tender document.

SERVICE TAX - Security Service:

The bidder shall not include Service Tax in their quoted rates; but the bidder has to separately indicate the Service Tax rate, amount and workings thereof in the Price Bid schedule included in the bid documents.

In respect of Bidders being an Individual, Sole proprietorship firm, Partnership firm, Hindu undivided family, Association of persons whether registered or not, service tax will not be reimbursed by the Company as the Company will pay the applicable service tax directly to Govt. as receiver of service under reverse charge mechanism of service tax Rules which will be considered for evaluation. For Other Bidders full Service Tax quoted shall be considered for evaluation.

In such cases of successful Bidder being other than an Individual, Sole Proprietary ship firm, Hindu Undivided Family of Partnership firm, Association of Persons whether registered or not, the Service Tax amount quoted in the Price Bid format will be considered for reimbursement against valid documentary evidence ie. Service Tax Registration Certificate, Original Invoice, Service Tax Payment Certificate and copy of Service Tax payment Challan.

Any statutory variation in Service Tax Rate during contract period shall be reimbursed by the Company based on claim by the Agency along with valid documentary evidence.

- c. The Agency shall quote a fixed percentage of service charges on Gross Total labour wages. The rate of service charges quoted by the Agency shall remain firm throughout the contract period and no escalation is admissible on rate of service charges for any reason whatsoever. However, Service charges with the same quoted percentage (%) only, shall be revised on change in gross total wages (Due to revision in wages) during the contract period.
- d. The rates shall be firm for the entire period of the contract except for labour wages, which will be governed by the notification for various category of security personnel i.e. (i) Security Guard without arms and (ii) Supervisor, issued by DGR, Govt. of India, and

Signature of Tenderer with Stamp

Ministry of Defence from time to time. In case of any increase or decrease as per the DGR notification, the same will be reimbursed or recovered on actual basis along with other statutory components.

20. PAYMENT:

- i) The Company shall make payment against monthly bill to the Agency subject to the satisfactory performance of the Agency as certified by the authorised officer of the Company.
- ii) Monthly bill for the previous month in triplicate supported with duly certified attendance sheet of the month shall be submitted by the Agency to the Company's executing authority duly certified by the Agency. The bill should clearly state the actual number of persons deployed during the month for which the bills are submitted based on daily deployment of security personnel before the authorized representative of Company.
- iii) The Company will make payment of the bills to the Agency within 21 days of receipt of monthly bills complete in all respects with all the following supporting documents:-
 - a) Original invoice
 - b) Wage Sheet for the month
 - c) Attendance duly certified by Security In charge / BAP
 - d) Copy of Bank Statement as Proof of payment of minimum wages through direct credit to Bank account of their employees by crediting in their Bank account.
 - e) PF & ESI Challans
 - f) Proof of payment of Service Tax

The above documents are to be submitted to the Security In charge, BHEL, BAP, Ranipet who will certify the same after due verification. Due to any reason, if it is not possible to adhere to this time schedule, no additional payment by way of interest will be paid. The Agency shall submit the EFT form enclosed with the Tender documents signed by the authorized signatory and duly certified by their bankers to receive the payments through EFT.

- g) Service Tax Registration Number / Service Tax code and Accounting code are to be mentioned in the invoice / receipts by the Agency.
- h) **Paying Authority:** Head of Finance Department, BAP Unit, BHEL, Ranipet shall be the Paying Authority for this contract.
- i) **Inspecting Authority:** Head of HR, BAP Unit, BHEL, Ranipet or any authorized representative nominated by Head of HR will be the Inspecting Authority for this job.
- j) **Executing Authority:** In-charge / Security Department of BAP Unit, BHEL, Ranipet or any authorized representative nominated by Head of HR will be the Executing Authority for this job and he shall give necessary directions to the Security Agency. Security Agency shall follow all his instructions.

Signature of Tenderer with Stamp

21. Deduction of Tax at Source (TDS):

Income tax and other taxes at the rates applicable from time to time, shall be deducted from the bills of the contractor at source as required under the statutory provisions. In case the agency is exempted from payment of tax, attested copy of such exemption notification issued by appropriate statutory authority shall be submitted along with tender.

22. The Agency shall pay wages to its employees on or before 7th of the following month by crediting to their bank accounts. The rate of wages shall be in conformity with the statutory provisions including the applicable minimum wages and local conditions prescribed by DGR.

23. In case of the Company receives any representation or demand for payment of any amount to any of the Agency's employee / workmen at any time towards wages or other dues or provident fund etc., from any Governmental Agency, then in that event, the Company shall have the right to deduct the said amount from the amounts due to the Agency and pay the same to the employee or workmen or Governmental Agency. The decision of the Company in this regard shall be final and binding on the Agency.

24. The Agency shall be responsible for settlement of any claim / dues in case any of the Agency's employees sustains injury or incurs damage or loss either to any person or property within the premises of the Company. The Agency shall take necessary insurance coverage for all his employees / workmen.

25. Furniture & Office:

At the BAP premises, an office with office furniture shall be provided free of cost as per the requirement. The furniture will have to be returned back to the Company on expiry of the contract, failing which the assessed cost will be recovered from the Agency.

26. Communication Facilities:

BHEL will provide Land Line intercom telephone at designated places within the BAP premises. The Agency has to provide the details of security personnel to BHEL viz. name, designation, contact nos. etc before deployment.

27. Transport:

It is the responsibility of the Agency to deploy the security personnel to their respective duty posts at BAP Premises. No vehicle will be provided for sending the Security personnel to their duty posts.

28. Agency will provide at its own cost duty items like Lathis or any other materials required like Torches, Torch Cells and other duty Items for the Security Guards.

29. Agency is also to provide at its own cost gumboots and helmets to the security Personnel and other items like footwear like P.T. shoes and duty shoes to security personnel including Water bottles, Rain coats, Ground sheets, etc.

30. Issue of Uniforms to Security Guards:

The Agency has to supply adequate uniforms to the security guards. Proper and identical uniforms should be provided to all guards on duty by the Agency. The cost of the uniform shall be borne by the security Agency. The details of the uniform to be provided are given below:-

1. Woolen Barrette Cap
2. Leather Shoes
3. Nylon Socks
4. Web belt
5. Shirt Half / full sleeve
6. Trousers
7. Woolen Jersey (for winter season)

The above list is illustrative only. However, the Agency should provide other articles like whistle, name badge, shoulder badge, stick, rain coat, umbrella, torch light, search light, etc. at their own cost as customary for proper and efficient discharge of security duties.

The Agency shall provide prescribed uniforms/liveries to the security personnel and ensure that while on duty each and every security personnel presents himself in a well groomed and smart manner always.

31. The successful tenderer will engage experienced and trained security personnel.
32. Management may ask the Agency to transfer/ release from duty any Security Personnel on complaint for his misbehavior or bad performance. All cost of initial deployment and rotation of Security Personnel shall be borne by the Security Agency.
33. The Agency shall submit to BHEL a list of security personnel engaged by it along with their details (name, designation, permanent address, qualification, date of birth, identification number). The Agency shall not add any security personnel without prior permission of BHEL.
34. The contractor shall maintain the following records and make available for inspection to the Company as and when required: -
 - a) Muster Roll
 - b) Register of wages
 - c) Wage slip
 - d) Register of fines
 - e) Register of damages / losses
 - f) Register for advances
 - g) PF, Insurance Register
 - h) Insurance policy
35. The Agency shall -
 - i. Maintain registers and record of payments etc. made to their Security personnel which shall be kept open for inspection by the Head of HRM department or his authorized representative or other statutory authority as and when required during the working hours.

- ii. Pay wages to their Security Personnel every month in the prescribed form within statutory due date by crediting in their Bank account and submit a copy of the bank statement as evidence for payment of wages along with wage sheet duly countersigned by the authorized representative of the Security Agency. It is mandatory for the Contractor to provide Bank A/C details of the employees working under this contract, along with ESI/EPF registration details and salary of all employees is to be credited in bank account only
 - iii. Monthly bill submission to the Execution Authority (In-charge/Security Department) of BHEL/BAP after due certification by the authorized representative of the Security Agency..
 - iv. Comply with the statutory provisions regarding issue of employment card, wage slip, leave book, PF Account slip, Service Certificate etc.
 - v. Deposit Employees Provident Fund contribution together with the Employer's contribution with the appropriate authority within the prescribed time and submit challans for compliance. The Agency shall send all the prescribed returns regularly and in time.
 - vi. Ensure full and final payment of all statutory dues under various statutes applicable from time to time on the last day of contract to their employees.
36. The Agency will have to abide by all the statutory provisions including labour, taxation and any other law that may be in force from time to time and shall be responsible & accountable for breach or violation of any of the provisions of any Act, Rules, Regulations, Notification, Circulars and orders issued from time to time by the Government of India or the State Government or DGR. The Agency shall provide an undertaking to this effect prior to the commencement of the work.
37. The Agency shall ensure secrecy and their staff shall not at any time divulge any information or other matters relating to the Security & Safety of the Company. The Security Agency will ensure health of their personnel deployed i.e. all its personnel are physically fit and mentally sound and alert.
38. The Agency will also ensure that all its personnel are properly trained to carry out their duties and are aware of their responsibility.
39. **Expected Minimum Physical / Health Standards:**
The security personnel to be deployed by the Agency should be of minimum 166 cm in height having minimum weight of 50 Kg and chest of 82 cm (plus 5 cm on expansion). They should not be suffering from any chronic ailments. They should have sound physical and mental health and should be free from any physical disability which would interfere in the normal discharge of their duties. The security personnel should be free from eyesight (Far sight vision 6/6 near sight vision 0.6/0.6 with or with out correction by glasses) and hearing defects. The preferred age group of the security personnel would be between 25 to 55 years.

40. The Agency shall ensure physical fitness of all security personnel deployed in the Company with physical training/drills/sports taking place at regular intervals.
41. **Expected Minimum Education Standard:**
The persons engaged by the Agency should preferably possess minimum qualification not below the standard of matriculation/HS or equivalent. The security Supervisors should have passed Higher Secondary course (minimum) and should be conversant both in speaking and writing in Tamil and English languages and preferably Hindi.
42. **Verification of Character Antecedents:**
The Agency shall keep proper record of all the documents regarding character antecedents etc. of the Security Personnel engaged by them and as and when required, the Agency shall submit the same to the Officer-In-Charge for necessary verification. It is a pre-condition that while employing Security Personnel, the Agency shall take adequate care that no such person having criminal background is employed as Security Personnel.

Persons dismissed from defense service and/or involved in or having previous record of anti-social activities should not be deployed in the Company's establishment. In case any adverse report is found against any security personnel deployed by the Agency, such personnel would immediately be removed.

The Agency shall discourage engagement of any near relatives of employees of the Agency as security personnel. However if such instances are there, then relevant data on such employees of the Agency should be furnished to the Officer-in-Charge

Character and antecedents of all Human Resources employed by the Agency at BHEL/BAP should be verified by Police prior to deployment of the personnel. The verification duly certified by the police is to be submitted to the Company prior to the deployment of the personnel on duty. The authorized signatory of the Agency should submit a monthly certificate to this effect.
43. The Agency shall undertake to comply with the requirements of eligibility criteria and physical standards for the Agency's employees as prescribed in the Private Security Agency (Regulation) Act 2005 and the rules framed there under.
44. The Agency will be required to obtain and submit Labour Licence from the Regional Labour Commissioner (Central) Chennai for the persons so deployed by the Agency as provided under Contract Labour (Regulation and Abolition) Act.,1970 before the commencement of the job.
45. **Workmen Compensation Insurance:**
The Agency shall keep all Security Personnel engaged by them duly insured under Workmen Compensation Insurance at his own cost and will submit documentary evidence in this regard to Officer in charge of Security / HR department of the Company before the commencement of the job.

46. Discipline:

- I. The Agency (the Security Agency) itself and their staff shall maintain absolute integrity and discipline in performing their duties under the contract. They shall maintain strict surveillance on Company's properties. They shall also not permit or cause any unauthorized person(s) or materials to enter into or exit out of the BAP, Plant.
- II. The security personnel engaged by the Agency shall abstain from taking alcohol or any other intoxicating drinks or drugs before attending duty or while on duty. Any instance of violation of the directives shall amount to non-performance of duty involving wage cut or penalty and even removal of such person from duty.
- III. The security personnel in their dealings with the employees of the Company must show politeness, while being firm on security principles and requirements.
- IV. The rotation of guards between various duty posts must be ensured at periodic intervals as may be specified by the Officer-in-Charge.
- V. In the event of any Act of indiscipline on the part of the security staff, the Company reserves the right to remove such security staff and on the advice of the Officer-In-Charge of the Company, the Agency shall be duty bound and liable to replace such security staff forthwith.
- VI. The Agency shall ensure that no familiarity develops between the Agency's employees and the Company staff. Further, the Agency shall ensure that the Agency's employees do not indulge in any activities including money transactions, which may tarnish the image of the Company.
- VII. The Security Supervisors from the Agency shall report to the concerned Company security in-charge/ official at least once a day for the purpose of briefing /debriefing. He must carry out checking of guards wherever deployed for alertness on regular basis as instructed by executing authority. Company will not be liable for any separate payments for this arrangement and the cost of such arrangement shall be borne entirely by the Agency.
- VIII. The Agency shall ensure that at no point of time during the prescribed duty hours, the Agency's employee will be on leave or absent from his place of duty without a reliever and that they shall remain alert during their working hours to prevent theft/pilferage and other untoward incidents.

47. Identity cards for the Security Personnel:

The Agency shall issue Identity Cards duly countersigned by the Security Officer-in-charge of the Company (BHEL/BAP) to the Security Personnel, who shall carry the same while on duty. Any Security Personnel found without proper Identity Card while on duty, his above act shall be viewed as an act of indiscipline. The Agency shall strictly abide by the Security Rules and Regulations enforced by the Company from time to time.

48. **Shift Timings:**
The shift timings for security personnel will be as indicated in clause 3 above. It will start before the start of the Company's employees' shift. The changing of security personnel at the duty post shall take place well before the start of Company's shift. No security guard shall be deployed for continuous working in more than one shift.
49. **Work on all days**
The Agency shall ensure to deploy security personnel round the clock in a year as per the terms of the NIT.
50. The Security personnel engaged should be knowledgeable, competent, efficient, tough, well built, reasonably young (preferably below 55), smart, well behaved, dedicated, experienced and possess other attributes which contribute towards efficiency in performance of the job.
51. The Agency shall not engage any person having bad / criminal record and police verification of character / conduct should be obtained and submitted to the Company for all the personnel to be employed under this contract. Provisions of private Security Agency regulation Act 2005 and rules framed thereunder shall be complied with by the Agency.
52. During discharge of duty/leisure time their behavior with employees of BAP should be polite and good and not to indulge in any unwanted disputes so as to disturb Industrial Relation situations. The Agency shall ensure that its personnel do not indulge in smoking or carry match boxes, lighter etc. in prohibited areas.
53. The Agency will provide additional manpower as and when required by the Company. The Agency shall insure all their employees to cover them against any sort of injury, death etc. during the course of deployment. A copy of the policy taken in this regard shall be submitted to the Company. The Company shall not be responsible for any such injury, death etc., nor shall be liable to pay any compensation, whatsoever, in such cases. The Security Agency will execute the jobs undertaken by it directly and with its own resources and subletting any part of the assignment is not allowed.
54. The Agency shall ensure that the Security personnel engaged in the Company premises will be fully trained to carry out the work specified under scope of work.
55. The Agency should ensure that the Security Personnel be periodically trained in order to maintain physical standards and necessary skills.
56. The replacement of security personnel in case of sickness / leave / strike or otherwise shall be the responsibility of the Agency at no extra cost to the Company.
57. In case of any mishap of whatsoever nature (minor / major / fatal including death during the course of their duty) sustained by Agency's Employees, the responsibility for meeting the medical/hospitalization expenses or of granting compensation, if any, on that count will be that of the Agency and not of the Company. If for any reason, compensations, costs etc., are paid by the Company, the same shall be reimbursed by the Agency to

Company without any demur, including interest at ruling rate till settlement and such settlement shall be made by the Agency within one month from the date of Demand by the Company and upon failure of the Agency to do so, the Company shall have the right to adjust the monthly bills payable to the Agency towards the amounts payable by the Agency till the entire dues are wiped off.

58. CONTRACT AGREEMENT:

The Agency shall execute formal agreement on non-judicial Stamp Paper of Rs.100/- to be purchased by the Agency in its name in the State of Tamil Nadu within a period of 15 days of the issuance of the work order / LOI. In the meantime the Agency shall issue Power of attorney duly notarized to authorized person who shall sign and execute the Contract on behalf of the Agency under the official seal of the Agency.

59. Delay in receipt of payment of bills for work executed shall, however, not entitle the Security Agency to abandon the contract or claim any damage or interest for such delay in payment nor shall it be accepted as excuse for non-compliance of the terms of this contract.
60. The Company shall not accept any liability for giving employment to the Security Agency's personnel at any time. The Security Agency shall make this amply clear to their personnel. There will be no Employer and Employee relationship between Company and the guards/personnel so engaged by the Agency under the contract and no claim for any employment will be entertained or tenable. It shall be sole responsibility of the Agency to regulate any terms of employment with the engaged persons without any liability whatsoever to the Company (BHEL). The Security Agency shall obtain written undertaking from each of the Agency's employees deployed with the Company that he is a permanent employee of the Agency and the written undertaking in original shall be given to the Security Officer of the Company.
61. The Security Agency shall also report all accidents in respect of their employees arising in the course of and out of their employment and effect payment of compensation as per Employees Compensation Act, 1923 as amended from time-to-time within the prescribed time limit. In case of all accidents, fatal, serious or minor, the Agency must immediately bring it to the notice of the Head of HRM Department or their authorized representative, who will send necessary intimation to the concerned authorities. In the event of the Agency's failure to pay/deposit with the Commissioner, the amount of compensation payable under the Workmen's Compensation Act, the Company shall have the right to set aside the relevant amount from the bills or from the Security deposit for due settlement of the claims arising under the said Act and Rules at their own discretion and the Security Agency shall bear the full responsibility in this behalf.
62. Neither the Agency nor any of the Agency's employees will have any claim against the Company for any liability arising out of any commission / omission caused by the Agency's employees on duty.

63. The Personnel to be deployed by the Agency shall be bound to obey and comply with such standing orders, i.e. specific and /or general orders as may be issued by the In-charge of Security Agency for proper operation and execution of the contract. The Agency shall lay down all such Standing Orders in consultation with the representative of the Company. Any personnel found associating himself with the Union and /or political activities and /or not complying fully with the Standing Orders of the Agency, may be liable to be removed either on the order of the In- charge of the Security Agency BHEL, BAP UNIT or on such request being made by the duly authorized representative of the Company to the In charge of Security Agency.
64. The Standing Orders shall contain not only specific orders for the preservation and protection of the property of the Company but also for regulating the conduct of the Security Personnel so that their work and behavior are always conducive to the safeguarding of the interest of the Company as also preserving and protecting its property.
65. The Agency shall at their own cost observe, perform and comply with the provisions of the Contract Labour(R&A) Act,1970 and Rules. Should the contractor fail to observe and perform or discharge their obligations under the said act, the employer shall be entitled to recover from the Security Agency and cost of expenses that it may have to incur or suffer on compliance of provisions of Contract Labour (R&A) Act,1970 and Rules framed thereunder.
66. The Agency shall abide by the decision/ recommendations/ awards of the Court/Labour Court/ Industrial Tribunal/ Wages Board of Commissions appointed by the appropriate Government in respect of this Industry and shall secure implementation of the provisions of the decisions/award/recommendations from time to time and maintain such relevant records and registers as are required to be maintained under these legislations/award/decisions and produce them before Head of HRM Department or their authorized representative and other statutory authorities as and when required.
67. The Agency shall be solely responsible for deduction and contributions regarding the provident fund under the Employees Provident Fund Scheme, 1952 Employees Provident Fund and Misc. Provision act,1952 and any rules and regulations made there under as amended from time to time and as notified by DGR. The Agency shall be solely responsible for the maintenance of the records in respect of payment of the contributions and submission of returns in accordance with provisions of the said Scheme. However, the deductions and contributions shall be at the rate prescribed by the statute. The Security Agency shall ensure timely deposit passing of bills of the amount so deducted to the Appropriate Authority. The Security Agency shall further intimate to the Company any change in the employment of personnel/employees immediately after such change and shall maintain all such records, registers and returns, as are required to be maintained under the Act and the said records which shall be kept open for inspection by the Company's authorized representatives or by the Regional Provident Fund Commissioner or his Inspector.

68. The Agency shall solely be responsible in respect of payment of Bonus to the Security Personnel under the payment of Bonus Act,1965 and as per DGR notifications issued from time to time. He shall also be solely responsible for maintenance of records in respect of the above payments and submission of returns in accordance with the provisions of the said Act.
69. Stoppage of work or non-performance in whole or in part by the Agency of any obligation under this contract due to reasons within their control shall be treated as breach of contract entitling the Company consequential legal remedies against the Agency including termination. The Agency will have no claim in CPG and the whole amount deducted towards CPG will be forfeited. If the performance in whole or part of any terms and conditions /obligations under this contract is prevented or delayed by reasons of any such eventuality the contract shall be terminable at any time without assigning any reason what-so-ever and at the discretion of the Company.

70. **RISK PURCHASE CLAUSE:**

If the contractor fails to carry out the specified works as per the contract scope of work within the timeframe as directed by Head of HRM Dept. BHEL BAP Unit or his authorized officials and continues in that state after a reasonable notice from Head of HRM Dept. BHEL BAP Unit or his authorized officials, BHEL reserves the right to have the work done by any means at the Contractor's risk and expenses provided always that in the event of the cost of the work so done (as certified by Security In charge BHEL BAP Unit which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by Head of HRM Dept. BHEL BAP or the same shall be recovered from the Contractor by other means.

71. **Contact Performance Guarantee (CPG):**

The successful bidder should deposit CPG for amount equivalent to 10% of one month's wage bill within 10 (Ten) days from the date of Issue of Letter of Intent in the form of Bank draft or Bank Guarantee from a Nationalized Bank / a Scheduled Commercial Bank approved by BHEL. The CPG shall bear no interest and refund will be on production of No Claim / No Due Certificate by the Agency and the Company respectively.

The Company shall be at liberty to deduct and appropriate from the CPG such penalties and dues as may be payable by the Contractor under the contract and the amount by which the CPG shall get diminished will be made good by further deduction from the Contractor's subsequent bills in the same manner as aforesaid until the CPG is restored to its full limit mentioned above. On due and satisfactory performance and completion of the contract in all respect and settlement of final bills, the CPG will be returned to the Contractor without any interest on presentation of an absolute No Demand Certificate and No Due Certificate in the form as may be prescribed by the Company. No claim shall lie against the Company on any account whatsoever in respect of this contract after the receipt of No Demand Certificate from the Contractor.

The Company shall have the full right to forfeit and appropriate the CPG on breach of any of the terms and conditions laid down herein or will be applicable in future, without prejudice to the rights of the Company or otherwise available under the law.

Any dues of the Company against the Contractor under the contract resulting from award of work to some other Agency at the risk and cost of the Contractor shall be adjustable against the CPG and if CPG is insufficient, the same could be recovered from the Contractor.

In case of the termination of the contract by the contractor, the Company shall have right to forfeit the CPG.

The CPG shall be refunded to the Contractor within 60 days from the date of payment of final bill, subject to the condition that the Contractor shall produce a certificate from the operating officer of having disbursed all labour payments, other statutory payments and cleared all his obligations under the contract and producing no due / no claim certificate as above.

73. ADDITION OR DELETION OF SCOPE:

The scope of work/services may alter in quantum as per exigencies of work. The Agency shall accordingly provide services on existing terms and conditions, as may be required by the Company by giving reasonable notice. If required, the scope of work can be expanded to provide security services to any nearby establishments of the Company involving deployment of additional manpower. In such cases, the Company will pay additional cost as per existing terms and conditions.

74. APPLICABLE LAW:

Indian Laws shall be applicable.

75. ARBITRATION:

All questions of disputes or differences of any kind whatsoever arising out of or relating to the contract shall be referred within Two months of dispute by the parties to this contract, for decision, to the Sole Arbitrator, who shall be Head of BAP unit or any other officer of BHEL nominated by the said Unit Head in that behalf. In the event of such an Arbitrator to whom the matter is originally referred, is transferred or vacates his office by resignation or otherwise or refuses to act or is incapable of acting for any reasons whatsoever, the Unit Head of BAP shall appoint another person to act as Arbitrator in his place in accordance with the terms of this contract. Such person(s) shall be authorized to proceed from the stage at which, his predecessor left it.

There will be no objection to any such appointment that the Arbitrator appointed is an Officer of the Company or that he had to deal with the matter to which this Contract relates or that in the course of his duty as such Officer he has expressed views on all or any of the matters in dispute or difference. No persons other than the Unit Head or his nominee can act as Arbitrator.

Unless the parties otherwise agree such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the contract.

The Venue of Arbitration shall be at BHEL/BAP, Ranipet, Tamil Nadu only. The Award of the Arbitrator shall be final conclusive and binding on the parties to the contract.

Subject to the above, the provisions of Arbitration and Conciliation Act, 1996 and of all the rules, there under, and all statutory modifications thereof, shall govern such Arbitration Proceedings, if any.

76. Jurisdiction of Court:

The Courts at Ranipet, Tamil Nadu shall have exclusive jurisdiction in the event of any judicial proceedings relating to or arising out of the contract. However, the judicial proceedings if any can be resorted to only after conclusion of Arbitration Proceedings

77. No interest shall be payable by BHEL in Earnest Money or Security Deposit, if applicable, or any money due to the Contractor by BHEL.

78. LIEN:

The Company shall have a lien on all the amounts that may become due and payable to the Agency under this or any other contract, transaction of any nature between the Company and the Agency including the security deposit furnished by the Agency under this contract or any other contract or in respect of any debit or sum that may become due and payable to the Company by the Agency either alone or jointly on transaction of any nature whatsoever between the Company and the Agency. The Company shall be entitle to deduct the said debit or sums due and payable to the Company (of which the Company shall be the sole judge) by the Agency from the amounts aforesaid and the Security Deposit without prejudice to the other rights and remedies available to the Company.

79. The replacement of Security personnel in case of sickness/leave/strike or otherwise shall be the responsibility of the Agency and shall be done under intimation to Head of HRM department or his authorised representative and for this no extra cost shall be paid.

80. The Agency shall at his own cost observe, perform and comply with the provisions of the following Acts:

i) The Contract Labour (Abolition & Regulation) Act 1971.

ii) The payment of Wages Act 1936.

iii) The payment of Bonus Act 1965.

iv) The EPF & MP Act.

v) The Industrial Disputes Act. In matters of settlement of various disputes like retrenchment, lay off, service conditions of Employees and maintenance of perfect Industrial peace etc.

vi) The payment of Employees compensation Act 1923.

vii) The Minimum Wages Act 1948

viii) The payment of Gratuity Act as and when applicable.

ix) Forest Conservation Act 1980.

- x) Air & Water pollution Acts.
- xi) Indian Explosive Act 1984 & Indian Explosive Rules 1940.
- xii) Environment Protection Act 1988 and Environment Protection Rules 1986.
- xiii) Indian Forest Act 1972.
- xiv) Motor Vehicles Act & Indian Penal Code etc
- xv) Private Security Regulation Act 2005 and the Rules made there under.

81. PRECAUTIONS AGAINST RISK:

The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimise the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

82. INDEMNIFICATION:

- I. The Agency shall indemnify and keep indemnified the Company from and against all actions, claims, demand and / or liabilities whatsoever arising out of this agreement or consequent upon the breach of any of the provisions of this agreement and / or against any claim, action or demand by any of the Agency's employees, person(s), firms, institutions under any law, rule or regulation having the force of law, including, but not limited to, claims against the Company under the Employees Compensation Act, 1923, Employee State Insurance Act, the employees Provident Fund Act, 1952. The Contract Labour(Abolition & Regulation)Act, 1970, and the Minimum wages Act, 1948 and any amendments thereto, Finance Act,1994 (as amended) etc.
- II. The Agency shall defend, indemnify and hold, the Company, its officers, Directors, Agents and employees harmless from and against any and all claims, losses, expenses(including reasonable attorney fees) demands, settlements or judgments(claims) which result out of;
 - a. Presence of the Agency or tools used by the Agency in his performance of this contract on the property of Company or its customers or
 - b. The acts and errors, omission or negligence of the Agency while on the property of BHEL or its customers, regardless of whether the loss, damage, or injury resulting from same occurs its customers, regardless of whether the loss, damage, or injury resulting from same occurs after the Agency left Company's property or
 - c. The non-payment by the Agency of any monies due and owing a third party with whom the Agency had contracted at any time during the contract period or any extension thereof.
 - d. Agency agrees that BHEL is not responsible for any type of damage and / or losses, risks, whatsoever be that may accrue for employees or agents or Agency in execution of this contract. The Agency shall insure himself and employees suitably to cover his / Agency's risks.

- III. In case of any loss caused due to negligence, carelessness, default any omission or conduct on the part of Agency or on account of employees of the Agency, the same shall be made good by the Agency or its employees or representatives as per the Company's rule. The Agency will be liable for any loss or damage to Company and its employees or to any third party resulting from fire, leakage, negligence, carrying out the work assigned to them. The Agency shall indemnify and keep the Company indemnified against any such loss or damage and shall pay to Company such amount as the Company may be called upon by law to pay.
- IV. The Contractor shall at his own expense reinstate and make good to the satisfaction of the Head of HRM Dept. BHEL BAP Unit and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.
- V. 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.

83. PENALTIES:

- I. The Agency agrees to indemnify the Company against any such loss or damage caused by breach of any of the term or condition of this contract.
- II. In case there is a complaint about the Negligence/ Connivance / Dereliction of duties under the terms of this contract, a penalty of Rs.5000/- (Rupees Five thousand only) per incident shall be levied on the Agency by the Company. In imposing this penalty the decision of the Authorized officer of the Company shall be final.
- III. In case an employee of the Agency is found absent from the place of duty, pro-rata payment for the days of absence will be deducted from the payment due to the Agency.
- IV. If the Agency fail to perform any of their obligations under this contract on any day or at any time repudiates the contract during the contract period the Company may without prejudice to any other right or remedy available to the Company;
 - a. Recover from the Agency an amount equivalent to one day of the service charges of contractor/Agency for each day's default (pro-rata for part thereof) subject to a maximum of 10% of the service charges of contractor/Agency.
 - b. Arrange for the work or part of the work in default by Agency to be carried out through other Agencies. Such decision of the Company being final and binding on the Agency and will be at the cost of the Agency.

- V. Penalty on Security Agency for defaulting in payment to Security Personnel will be as under:

The Agency (Contractor) shall regularly pay wages to their security personnel. If they fail to clear the due wages of security personnel, and the Company (BHEL/BAP) is forced to pay to the security personnel as a principal employer, then, damages @15% on the amount paid will be levied in addition to the wages paid, will be recovered from the running bills / CPG and no service charge (As quoted by the contractor at Section-E in price bid proforma, page no..... of NIT) will be paid to the said Agency/ contractor for that particular month.

- VI. In case of short supply of security personnel by the Security Agency, penalty @ Rs.100/- per day per security personnel will be levied for the supplies made short for each category apart from the clause at 70 above, relating to Risk Purchase.

84. FORCE MAJEURE:

- i. In the event of either party being rendered unable by force majeure to perform any obligations (other than payment of money) required to be performed by them under this contract, the relative obligations of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which such cause lasts.
- ii. The term "Force Majeure" as employed herein shall mean an act of nature, i.e., storm, earthquake or irresistible force, war, revolt, riot, fire flood, earthquake, sabotage, and Acts and Regulations of the Government.
- iii. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid shall notify the other party in writing within 48 (forty-eight) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of the claim.
- iv. Time of performance of the relative obligations suspended by the force majeure shall then stand extended by the period for which such cause lasts.
- v. If the obligations and responsibilities to be fulfilled by the Agency are suspended by force majeure conditions lasting for more than one week, the Company shall have the option of cancelling this contract in whole or part hereof at its discretion without any liability on either party.
- vi. If any doubt arises regarding interpretation of any provisions of this contract, the matter shall be referred to the Head of HRM Department BHEL:BAP unit or his authorized representative, who shall arrange to issue necessary clarifications, which shall be final and binding on the Agency.

85. TERMINATION FOR CONVENIENCE:

The contract can be terminated by BHEL for whatsoever reason by giving one month notice in writing.

86. CANCELLATION OF CONTRACT FOR CORRUPT ACTS:

BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extend as provided in the case of cancellation for default.

If the Contractor shall:-

(i) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,

OR

(ii) enter in to a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL,

OR

(iii) obtain a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

87. WAIVER:

Any waiver of any clause of the Contract can be done only by the Competent authority of the Company.

88. MANAGEMENT'S RIGHT:

i) The Company reserves the right to reject any / or all the tenders at its own discretion without assigning any reason whatsoever.

ii) In the event of the successful bidders is unable to supply the required security guards / supervisors or withdraws after the issue of LOI by the Company but prior to submission of security deposit, any amount due, with the Company will be withhold besides initiating appropriate action.

89. CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUB-LETTING OF CONTRACT:

BHEL, without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to BHEL shall cancel the contract in any of the following cases:

If the Contractor,

- a) being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any

Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors

OR

- b) being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or Manager on-behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager,

OR

- c) Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL .
- d) Whenever BHEL exercise the authority to cancel the contract under this conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by Security in Charge BAP Unit) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by AGM/HRM or the same shall be recovered from the Contractor by other means.
- e) In case BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labour provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the AGM/HRM whose decision shall be final and conclusive.

90. Closure of Contract:

- a. In the event of Failure/Neglect/Default/Refusal on the part of the Tenderer to perform satisfactorily as per the contract, BHEL reserves the right to terminate the contract after giving one month notice either in full or in part and get the work executed at the risk and cost of the tenderer. BHEL's decision in this regard shall be final and binding on the tenderer.
- i. Failure of the Security Agency in commencing work within the period specified in the Letter of Intent.
- ii. Failure of the Agency in compliance with any statutory provisions or directions.
- iii. In the event of the Agency's failure to adhere to the contract terms for execution of the contract therein, the Company also reserves the right to have contractual obligations carried out by the alternative arrangements and any consequential loss occurred thereby, shall be borne by the Security Agency.
- iv. If the opinion of Head of HRM department of BAP or his authorized representative the Security Agency's work is not satisfactory.
- v. In case of non-payment to Security Personnel as per contract.

Signature of Tenderer with Stamp

- vi. BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL, CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercise the authority to cancel the contract as whole or part under this condition BHEL may complete the work at the contractor's risk and cost (as certified by Security in Charge BAP Unit which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the Contractor under this contract the Contractor shall either pay the excess amount ordered by Head of HRM Dept. BHEL, BAP Unit or the same shall be recovered from the Contractor by other means. In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the Head of HRM Dept. BHEL, BAP Unit whose decision shall be final and conclusive.
- vii. Any goods of the Company in custody or power of the Agency at the time of termination or foreclosure of contract or expiry of the contract by efflux of time or by notice or otherwise shall be restored by the Agency to the Company.

91. CANCELLATION OF CONTRACT IN PART OF FULL FOR CONTRACTOR'S DEFAULT:

If the Contractor :

- a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from Head of HRM Dept. BHEL, BAP Unit or his authorised representative ;
- b) fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder ;
- c) BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercise the authority to cancel the contract as whole or part under this condition BHEL may complete the work at the contractor's risk and cost (as certified by Security In charge BAP Unit which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the Contractor under this contract the Contractor shall either pay the excess amount ordered by Head of HRM Dept. BHEL, BAP Unit or the same shall be recovered from the Contractor by other means. In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the Head of HRM Dept. BHEL, BAP Unit whose decision shall be final and conclusive.

Signature of Tenderer with Stamp

92. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR:

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated BHEL shall have the option of terminating the contract without compensation to the Contractor.

93. SPECIAL POWER TO TERMINATION:

If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the Head of HRM Dept. BHEL, BAP Unit shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the fore-closing of the work.

“If any employee/labourer working in the contract is found involved in corruption activities, the contract will be terminated and the contractor will be banned for applying for any future contract for 3 years.”

94. POST TECHNICAL AUDIT OF WORK AND BILLS:

BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub-paragraphs. However no such recovery shall be enforced after three years of passing the final bill.

95. SAFETY PRECAUTIONS TO BE TAKEN BY THE CONTRACTORS:

- I) The Contractor must inspect the area of work to decide the safety precautions necessary for executing this contract.
- II) Whenever people work at height more than six feet, platform shall be provided or the workers shall wear safety belt to avoid fall from the height.
- III) Wherever any area declared as dangerous, the workers shall not be allowed to work till a written clearance is obtained from appropriate authorities.
- IV) No material of any kind shall be dropped or allowed to be dropped from any height.
- V) Defective ladders shall not be used at all.
- VI) Inflammable materials shall not be stored near places where the sparks are likely to occur.
- VII) The necessary safety equipments such as gloves, boots, helmets etc must be issued to the workmen and strictly to be used while carrying out the work.

- VIII) If the contractor's workmen are found to be violating the safety precautions, punitive action will be taken by withholding a sum of Rs.500/- to Rs.1000/- from the contractor's bill for each violation.
- IX) All safety precautions are to be taken by the contractor at his cost.
- X) These safety measures shall be deemed to form an integral part of the Work Order/ Agreement.

96. SIGNING OF CONTRACT:

Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership or Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly authorised representative followed by the name and designation of the persons so signing. Contracts by a Company shall be signed with the name of the Company by a person authorised in this behalf and a power of attorney or other satisfactory proof showing that the persons signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

Par-1: Section – C-Page-1**REVERSE AUCTION**

- 1) BHEL reserves the right to go for reverse auctioning among the technically qualified bidders who have been sort listed after technical bid evaluation.
- 2) “BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno commercial evaluation. All bidders to give their acceptance for participation in RA.

Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit “online sealed bid” in the Reverse Auction. Non-submission of "online sealed bid" by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.”

TERMS & CONDITIONS OF REVERSE AUCTION

Against providing security and surveillance services at BHEL, Ranipet, BHEL may resort to “REVERSE AUCTION PROCEDURE” i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

- 1) For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- 2) Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit „online sealed bid” in the Reverse Auction. Non-submission of „online sealed bid” by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
- 3) BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
- 4) In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
- 5) Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
- 6) Bidders have to fax the Compliance form (annexure II) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.

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- 7) In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like wages and Service Charges (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
- 8) Reverse auction will be conducted on scheduled date & time.
- 9) At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
- 10) The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
- 11) In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL"s standard practice.
- 12) Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.
- 13) If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
- 14) The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
- 15) In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.
- 16) BHEL reserves the right to negotiate with the L1 tenderer emerged out of Reverse Auction if the L1 amount is more than the estimated amount.

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BUSINESS RULES FOR REVERSE AUCTION

SCOPE: Electrical petty works at BHEL, Ranipet

Bidders should please go through the guidelines given below and submit acceptance of the same.

1. **SCHEDULE FOR REVERSE AUCTION:** The Reverse Auction scheduled date will be informed later.

- **Online Sealed bid** : **Will be informed later.**
- **Online Reverse Auction** : **Will be informed later.**

2. **AUCTION EXTENSION TIME:** If a bidder places a bid in the last 10 minutes of closing of the Reverse Auction and if that bid gets accepted, then the auctions duration shall get extended automatically for another 10 minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last 10 minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last 10 minutes. In case, there is no bid in the last 10 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc. The above process will continue till completion of Reverse Auction.

3. **BID PRICE:** The Bidder has to quote the total lump sum price (inclusive of design, fabrication supply to site, erection and all taxes and duties) for the Items specified in *Annexure I*. & as per excel working sheet.

Note: For the consideration of L1 bidder, the bid value shall be reduced by loading amount, if applicable.

4. **BIDDING CURRENCY AND UNIT OF MEASUREMENT:** Bidding will be conducted in Indian rupees for the scope and the specifications mentioned in *Annexure- I* & as per excel working sheet.

5. **VALIDITY OF BIDS:** Price shall be valid for 90 days from the date of reverse auction. These shall not be subjected to any change whatsoever.

6. **LOWEST BID OF A BIDDER:** In case the bidder submits more than one bid, the lowest bid at the end of Online Reverse Auction will be considered as the bidder's final offer to execute the work.

7. **POST AUCTION PROCEDURE:** BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.

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8. PROCEDURE OF REVERSE AUCTIONING :

- i. **Online Sealed Bid:** This duration of online sealed bid will be {...} minutes. All bidders to submit their online sealed bids during this period.
 - ii. **Online Reverse Auction:** The „opening price“ i.e. start price for RA and „bid decrement“ will be decided by BHEL.
 - iii. If BHEL decides the lowest online sealed bid as the starting price, then the lowest bidder in online sealed bid shall be shown as current L1 automatically by the system and no acceptance of that price is required. System shall have the provision to indicate this bid as current L1.
 - iv. Bidders by offering a minimum bid decrement or the multiples thereof can displace a standing lowest bid and become “L1” and this continues as an iterative process.
 - v. After the completion of the online reverse auction, the Closing Price (CP) shall be available for further processing.
9. If no bid is received in the auction system/ website within the specified time duration of the online RA, then BHEL will scrap the online reverse auction process and proceed with the conventional mode of tendering (opening of the envelope sealed bids earlier submitted by the bidders).

In cases where no bidder accepts the start price, the RA may be treated as failed and sealed envelope price bids of all the techno-commercially qualified bidders shall be opened and the tender processed accordingly. Wherever the techno-commercially acceptable bidder(s) had agreed to participate in the RA and had failed to submit the online sealed bid, the envelope sealed bids of such bidder(s) shall not be entertained.

Wherever, the evaluation is done for individual items of the package, and no bid is received for some of the item(s), RA will be considered as failed for these item(s), re-reverse auction/ retendering will be conducted for these items.

10. Only those bidders who have submitted the „online sealed bid“ within the scheduled time shall be eligible to participate further in RA process. However, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.
11. Any commercial/ technical loading shall be intimated to bidders prior to RA. The excel sheet provided in this regard shall cover all these aspects. Commercial/ technical loading if any, shall be added by the respective bidder in its price during online sealed bid & Online Reverse Auction. Modalities of loading & de-loading shall be separately intimated to the bidders.
12. Computerized reverse auction shall be conducted by BHEL (through M/s {Service Provider}), on pre-specified date, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

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During the RA if a bidder is not able to bid and requests for extension of time by fax/ e-mail/ phone then time extension of additional 15 minutes will be given by the service provider provided such requests come before 5 minutes of auction closing time. However, only one such request per bidder can be entertained.

Despite this extension if bidder fails to upload his prices due to extreme case of failure of Internet connectivity, (due to any reason whatsoever may be) it is the bidders' responsibility/ decision to send fax communication immediately to M/s. {Service provider}, furnishing the price the bidder wants to bid online with a request to the service provider to upload the faxed price on line so that the service provider will up load that price on line on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to service provider has to solely ensure that the fax message is received by the service provider in a readable/ legible form and also the Bidder should simultaneously check up with service provider about the clear receipt of the price faxed.

It shall also be clearly understood that the bidder shall be at liberty to send such fax communications of prices to be up loaded by the service provider only within the closure of Bid time and under no circumstance it shall be allowed beyond the closure of Bid time /reverse auction. It shall also be noted that the service provider should be given a reasonable required time by the bidders, to upload such prices online and if such required time is not available at the disposal of the Service provider at the time of receipt of the fax message from the bidders, the service provider will not be uploading the prices and either BHEL or the service provider are not responsible for this unforeseen circumstances. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither BHEL nor M/s. {Service provider} is responsible for such eventualities.

- 13. Proxy bids:** Proxy bidding feature is a pro-bidder feature to safe guard the bidder's interest of any internet failure or to avoid last minute rush. The proxy feature allows bidders to place an automated bid in the system directly in an auction and bid without having to enter a new amount each time a competing bidder submits a new offer. The bid amount that a bidder enters is the minimum that the bidder is willing to offer. Here the software bids on behalf of the bidder. This obviates the need for the bidder participating in the bidding process until the proxy bid amount is decrementally reached by other bidders. When proxy bid amount is reached, the bidder (who has submitted the proxy bid) has an option to start participating in the bidding process.

The proxy amount is the minimum amount that the bidder is willing to offer. During the course of bidding, the bidder cannot delete or change the amount of a proxy bid.

Signature of Tenderer with Stamp

Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that the auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing bidder bids, regardless of the fact whether the competing bids are submitted as proxy or standard bids. However, it may please be noted that if a manual bid and proxy bid are submitted at the same instant manual bid will be recognized as the L1 at that instant.

In case of more than one proxy bid, the system shall bid till it crosses the threshold value of „each lowest proxy bid” and thereafter allow the competition to decide the final L1 price.

Proxy bids are fed into the system directly by the respective bidders. As such this information is privy only to the respective bidder(s).

14. Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, quantity being auctioned, tender value being auctioned etc.
15. M/s. {Service provider}, shall arrange to demonstrate/ train the bidder or bidder”s nominated person(s), without any cost to bidders. M/s. {Service provider}, shall also explain the bidders, all the rules related to the Reverse Auction/ Business Rules Document to be adopted along with bid manual. Bidders are required to give their compliance on it before start of bid process.
16. Successful bidder shall be required to submit the final prices, quoted during the Online Reverse Auction in **Annexure - III** after the completion of auction to M/s. Service provider besides BHEL, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of auction.
17. Any variation between the final bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines in vogue.
18. Bidders bid will be taken as an offer to execute the work as per tender no BHEL/BAP/HR/ADMN/SEC:2015 Dated: 18.09.2015. Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute the work as mentioned above at bidder”s final bid price. Should bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as per extant guidelines in vogue.
19. Bidders shall be assigned a Unique User Name & Password by BHEL or M/s. {Service provider}. Bidders are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from BHEL/ M/s. {Service provider} to ensure confidentiality. All bids made from the Login ID given to the bidders will be deemed to have been made by the bidders/ bidder”s company.

20. Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:
- Leading (Running Lowest) Bid in the Auction (only total price of package)
 - Bid Placed by the bidder
 - Start Price
 - Decrement value
21. After receipt of the system report from the Service Provider after completion of the Online Reverse Auction, BHEL will decide upon the winner. BHEL's decision on award of contract shall be final and binding on all the Bidders.
22. BHEL reserves the right to cancel the Reverse Auction process/ tender at any time, before ordering, without assigning any reason.
23. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.
24. Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.
25. Bidders are required to submit their acceptance to the terms/ conditions/ modalities before participating in the Reverse Auction in the process compliance Form as per **Annexure-II.**
26. BHEL can decide to extend, reschedule or cancel any Auction with prior intimation to all bidders.
27. If there is any clash between this business document and the FAQ available, if any, in the web site of M/s. {Service provider} the terms& conditions given in this business document will supercede the information contained in the FAQs. Any changes made by BHEL/ service provider (due to unforeseen contingencies) after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time.

ANNEXURE- I

The List of Items to be procured along with the Quantities and the Auction Start Time & Close Time is as follows:

ITEM DESCRIPTION: PROVIDING SECURITY AND SURVEILLANCE SERVICES AT BHEL/BAP, RANIPET

1. For the following requirements to true line and level as directed by the Officer-in-charge.

SI. No	SIZE	QUANTITY	OPENING PRICE (Rs.)	BID DECREMENT (Rs.)	AUCTION TIME
1	As per BOQ	1 lot	Shall get displayed on the site during the start of the auction.	Will be informed later	Will be informed later

Signature of Tenderer with Stamp

Annexure – II

Process Compliance Form (Sample)

(The bidders are required to print this on their company's letterhead and sign, stamp before faxing)

To

- M/s. {Service provider

- Postal address}

Sub: Agreement to the Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the tender document for PROVIDING SECURITY AND SURVEILLANCE SERVICES at BHEL, Ranipet against BHEL tender Notice no: BHEL/BAP/HR/ADMN/SEC:2015 Dated: 18.09.2015 This letter is to confirm that:

1) The undersigned is authorized official/ representative of the company to participate in RA and to sign the related documents.

2) We have studied the Reverse Auction Terms & Conditions and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.

3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.

4) We also confirm that, in case we become L1 bidder, we will email/ fax the price confirmation & break up of our quoted price as per template Excel working sheets issued by M/s BHEL M/s. {Service provider.

5) We confirm that rates are valid till 90 days from the date of completion of Reverse Auction

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal

Name –

Company / Organization

Designation within Company / Organization

Address of Company / Organization

- Sign this document and Fax it to M/s {Service provider} at {.....} prior to start of the Event.

- Attach a signed copy of the tender document along with the Agreement Form/ Process Compliance form and send to M/s. {Service provider}

Signature of Tenderer with Stamp

Annexure – III

RA price confirmation and breakup (Sample)

To

M/s. Service provider

Postal address

CC: M/s BHEL

{Unit-

Address-}

Sub: Final price quoted during Reverse Auction and price breakup

Dear Sir,

We confirm that we have quoted against the Tender notice no

BHEL/BAP/HR/ADMN/SEC:2015

Dated: 18.09.2015 as detailed below;

As our final prices during the Reverse Auction conducted **on xx.xx.2015.**

Thanking you and looking forward to the valuable order from BHEL.

Yours sincerely,

,

For _____

Name:

Company:

Date:

Seal:

Signature of Tenderer with Stamp

ACCEPTANCE FOR ELECTRONIC FUND TRANSFER/RTGS TRANSFER(**Part- 1:SECTION-D-Page-1**)

01	NAME & ADDRESS OF THE SUPPLIER / VENDOR PHONE NO. WITH STD CODE	PAN NO. <input type="text"/>
02	VENDOR CODE (as in WORK ORDER)	<input type="text"/>
03	Details of Bank Account:	
A)	NAME & ADDRESS OF THE BANK (WITH PIN CODE)	
B)	BANK TELEPHONE NUMBER (WITH STD CODE)	<input type="text"/>
C)	BANK BRANCH CODE:	<input type="text"/>
D)	MICR CODE	<input type="text"/>
E)	ACCOUNT NUMBER	<input type="text"/>
F)	TYPE OF ACCOUNT	CURRENT / OD / CASH CREDIT
G)	VENDOR NAME AS PER BANK RECORDS	
H)	BANK BRANCH RTGS IFSC CODE	<input type="text"/>
I)	BANK BRANCH NEFT IFSC CODE	<input type="text"/>
J)	VENDOR'S EMAIL ID (give two ids)	<input type="text"/> <input type="text"/>
K)	NAME OF AUTHORISED SIGNATORY	

CERTIFICATE

I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED, RANIPET by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited, Ranipet. I / we also agree to bear the applicable Bank Charges for the above mode of transfer.

AUTHORISED SIGNATORY OF VENDOR WITH SEAL

Banker's Certification

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of _____ (name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE:

(Manager / Officer's

DATE:

Authorisation No. _____

Signature Under Bank stamp)

Note: This EFT Form is to be submitted duly filled in manually in all fields and duly signed by Authorised Signatory and certified by Banker.

Signature of Tenderer with Stamp

Sub: Providing Security and Surveillance Services at the Boiler Auxiliaries Plant Unit, BHEL,Ranipet, Tamil Nadu State – 632 406.

TENDER NOTICE NO: BHEL/BAP/HR/ADMN/SEC:2015 Dated: 28.10.2015

UNPRICED BID (SCHEDULE OF WORK)

Sl. No	Description	Percentage	Security Guards with out Arms Rs.P	Supervisor Rs.P
1	Unit		MONTHLY	MONTHLY
2	No.of Security Guard / Supervisor required		30	03
3	Basic Wages (BW) + Variable Dearness Allowance (VDA) per day		272.00	361.75
4	Basic Wages (BW) + Variable Dearness Allowance (VDA) per month	Monthly (26 days)	7072.00	9405.50
5	Employees State Insurance (ESI)	4.75% of Basic plus VDA	335.92	446.76
6	Employees Povident Fund (EPF)	12% of Basic plus VDA	848.64	1128.66
7	Employees Deposit Linked Insurance (EDLI)	0.5% of Basic plus VDA	35.36	47.03
8	Administrative Charges	1.11% of Basic plus VDA	78.50	104.40
9	House Rent Allowance	10% Basic plus VDA	707.20	940.55
10	ESI on HRA	4.75% of HRA	33.59	44.68
11	Bonus for applicable for wages of Rs. 3,500	8.33% of min.wages Rs.3,500(per month).	291.67	291.67
12	Uniform Outfit Allowance	5% of Basic plus VDA	353.60	470.28
13	Uniform Washing Allowance	3% of Basic plus VDA	212.16	282.17
14	Sub Total	Sum of sl.nos. 4 to 13	9968.64	13161.69
15	Relieving Chagres	1/6th of total of sl.no. 14	1661.44	2193.61
16	Cost for per person per year	(Sum of 14&15) x 12 months	139560.96	184263.60
17	Cost for 30 persons / 03 persons per year		4186828.80	552790.80
18	Cumulative total amount	Sum of columns in sl.no 17	4739619.60	
19A	Service Charge	Quote in %	Quoted	
19B	Service Charge	Quote in Amount on Sl.no 18	Quoted	
20	Total Amount including Service Charge	sum of col.(18+19B)	Quoted	
21	Bidders portion of Service Tax Rate	Quote in %	Quoted	
22	Bidder Portion of Service Tax Amount	Quote in Amount	Quoted	

(Amount Quoted in Sl.No 20. RupeesQuoted.....)

Note:

The Contractor shall quote Service Charges both in % and Figures in Sl.Nos 19A and 19B respectively.

The Service Charge quoted by the contractor shall remain firm and no escalation is admissible on service charge for any reason whatsoever.

The Contractor shall clearly mention their portion of Service Tax in percentage and amount.

The L-1 bidder will be evaluated based on the total cost to BHEL including service tax payable by Contractor end or BHEL.

Signature of the Tenderer with Seal & Date

Sub: Providing Security and Surveillance Services at the Boiler Auxiliaries Plant Unit, BHEL,Ranipet, Tamil Nadu State – 632 406.

TENDER NOTICE NO: BHEL/BAP/HR/ADMN/SEC:2015 Dated: 28.10.2015

PRICE BID (SCHEDULE OF WORK)

Sl. No	Description	Percentage	Security Guards with out Arms Rs.P	Supervisor Rs.P
1	Unit		MONTHLY	MONTHLY
2	No.of Security Guard / Supervisor required		30	03
3	Basic Wages (BW) + Variable Dearness Allowance (VDA) per day		272.00	361.75
4	Basic Wages (BW) + Variable Dearness Allowance (VDA) per month	Monthly (26 Days)	7072.00	9405.50
5	Employees State Insurance (ESI)	4.75% of Basic plus VDA	335.92	446.76
6	Employees Povident Fund (EPF)	12% of Basic plus VDA	848.64	1128.66
7	Employees Deposit Linked Insurance (EDLI)	0.5% of Basic plus VDA	35.36	47.03
8	Administrative Charges	1.11% of Basic plus VDA	78.50	104.40
9	House Rent Allowance	10% Basic plus VDA	707.20	940.55
10	ESI on HRA	4.75% of HRA	33.59	44.68
11	Bonus for applicable for wages of Rs. 3,500	8.33% of min.wages Rs.3,500(per month).	291.67	291.67
12	Uniform Outfit Allowance	5% of Basic plus VDA	353.60	470.28
13	Uniform Washing Allowance	3% of Basic plus VDA	212.16	282.17
14	Sub Total	Sum of sl.nos. 4 to 13	9968.64	13161.69
15	Relieving Chagres	1/6th of total of sl.no. 14	1661.44	2193.61
16	Cost per person per year	(Sum of 14&15) x 12 months	139560.96	184263.60
17	Cost for 30 persons per years / 03 persons per year		4186828.80	552790.80
18	Cumulative total amount	Sum of columns in sl.no 17	4739619.60	
19A	Service Charge	Quote in %		
19B	Service Charge	Quote in Amount on Sl.no 18		
20	Total Amount including Service Charge	sum of col.(18+19B)		
21	Bidder Portion of Service Tax Rate	Quote in .%		
22	Bidder Portion of Service Tax Amount	Quote in Amount		

(Amount Quoted in Sl.No 20. Rupees)

Note:

The Contractor shall quote Service Charges both in % and Figures in Sl.Nos 19A and 19B respectively.

The Service Charge quoted by the contractor shall remain firm and no escalation is admissible on service charge for any reason whasoever.

The Contractor shall clearly mention their portion of Service Tax in percentage and amount.

The L-1 bidder will be evaluated based on the total cost to BHEL including service tax payable by Contractor end or BHEL.

Signature of the Tenderer with Seal & Date