

BHARAT HEAVY ELECTRICALS LIMITED, P.O. BHEL, JHANSI - 284 129

(Communication & Public Relations Department)

Tender No. **CPR/WC/15/CS/00**

**DATE: 07.03.15**

Phone: 0510-2412223,2412619; Fax: 0510-2770011

Tender No. **CPR/WC/15/CS/00**

**DATE: 07.03.15**

**TENDER NOTICE**

Sealed tenders, in two bids system are invited from the contractors for "Guarding of Bicycles, Scooters, Motor- Cycles & Cars kept at the Stands located at Main Gate & Material Gate of BHEL, Jhansi" on Works Contract basis. Detailed tender document may be obtained from C&PR Department.

EMD	Rs.10,000/- (Rs. Ten Thousand only) through DD/ Banker Cheque in favour of BHEL, Jhansi
Cost of Tender Document	Rs.228/-
Last date & Time of Sale of tender document	<b>16.04.2015 upto 16.45 Hrs.</b>
Due Date & Time submission of Tender document	<b>17.04.2015 upto 13.00 Hrs.</b>
Date & Time of opening of technical bid	<b>17.04.2015 upto 14.00 Hrs.</b>

Fully completed forms/bids should be sent by Registered/Speed Post to the undersigned or dropped in the tender box available at the entrance gate of Admn. Building, BHEL, Jhansi on or before due date as mentioned above.

Sr. Manager (CPR/CSR)  
BHEL JHANSI – 284120 (UP)

**Tender Documents**

<b>NATURE OF WORK :</b>	<b>WORKS CONTRACT FOR GUARDING OF BICYCLES, SCOOTERS, MOTOR-CYCLES &amp; CARS KEPT AT THE STANDS LOCATED AT MAIN GATE &amp; MATERIAL GATES OF BHEL, JHANSI</b>
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1. BHEL JHANSI is in the process of finalizing the Works Contract for Guarding of bicycle, scooters, motor-cycles and cars kept at the stands located at main gate and material gate.
2. The tender document has been detailed as follows:
  - (a) Notice Inviting Tender (Annexure A)
  - (b) Work Specifications (Annexure B)
  - (c) Qualifying Requirements (Annexure C)
  - (d) Instruction to Tenderers (Annexure D)
  - (e) Tender Evaluation Criteria (Annexure E)
  - (f) Contractor's obligations (Annexure F)
  - (g) Other General Terms and Conditions (Annexure G)
  - (h) Criteria for measurement of work (Annexure H)
  - (i) Technical Bid Application (Annexure I)
  - (j) Price/Rate Bid (Annexure J)
3. The duly filled in Technical and Price/Rate bids (Annexure I and J, separately) along with the instructions to the tenderers, Contractor's Obligations, General Terms and Conditions with the signature of the tenderer on all the pages and complete in all respects superscribed as **Quotation for Tender No. CPR/WC/15/CS/00 DATE: 07.03.15** should reach us in a sealed cover on or before 17.04.2015 ( **13.00 hours**) through Registered/Speed Post or the same should be dropped in the tender box available at the entrance gate of Admn. Bldg.

**Signature of Contractor with Seal**

**Executive Incharge**

NOTE : TECHNICAL BID AND PRICE/RATE BID SHOULD BE SUBMITTED IN SEPARATE SEALED ENVELOPES. IN CASE THE BIDS ARE FOUND IN ONE SINGLE ENVELOPE THEN THE "BIDS" ARE LIABLE TO BE REJECTED.

**Tender Documents**

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**Annexure 'A'**  
**Tender Documents**  
ANNEXURE 'A'

**NOTICE INVITING TENDER**

1.	<b><u>Scope of work</u></b> :	WORKS CONTRACT FOR GUARDING OF BICYCLES, SCOOTERS, MOTOR-CYCLES & CARS KEPT AT THE STANDS LOCATED AT MAIN GATE & MATERIALGATE OF BHEL, JHANSI.
2.	Tender Evaluation Criteria	As per Annexure –E
3.	Duration of the Contract	One year from the date of award of the contract
4.	Other specific requirements	As per Tender
5.	Last date of receipt of the Tender	Upto 1300 hrs on 17.04.2015
6.	Date of opening of Technical Bid	14.00 hours on 17.04.2015
7.	Address for receipt/issue of Tender documents	CPR Department Bharat Heavy Electricals Limited ,Jhansi-284 120
8.	Earnest Money Deposit	Rs.10,000/- (Rs. Ten Thousand only) Payable in the form of Banker's Cheque/Demand Draft in favour of BHEL, Jhansi and copy of receipt may be enclosed alongwith tender form  OR One Time EMD of Rs.2,00,000/- can also be deposited in the above form and copy of receipt may be enclosed alongwith tender form.  (1)In case of successful tenderer EMD will be converted and adjusted against the security deposit. (2) In case of others, the EMD shall be returned within 15 days of acceptance of award of work by the successful tenderer).
9.	Cost of Tender Document	Rs.200/- + 14% VAT total Rs.228/- (Rupees Two Hundred Twenty Eight only) (payable through a Separate Demand Draft in favour of BHEL Jhansi alongwith technical bid, in case the documents downloaded from website)
10.	Security Deposit	Security deposit shall be as per our Works Policy para 8 (refer website www.bhel.com) and shall be deposited before start of work. The EMD can be adjusted with the actual amount of security deposit.

NOTE :

1. THE CONTRACTORS MAY PHYSICALLY VISIT THE WORK PLACE BEFORE QUOTING THEIR RATES.
2. For relevant details please visit our Website www.bhel.com.

**I/We agree with the above**

**Signature of Contractor with Seal**

**Executive Incharge**

**WORK SPECIFICATIONS**

DETAILS OF WORK

Sl.No	Job /Activity	Unit of Measurement (Shift)	Quantum of work /Annual
1.	Guarding of Cycle, Scooter, Motor Cycle and Car stands (Both side of Main Gate in all 3 Shifts)	Per Shift	303days X 3 Shifts per day
2.	Guarding of Cycle, Scooter, Motor Cycle and Car stands (Both side of Material Gate in 2 Shifts)	Per Shift	303 days X 2 Shifts per day
3.	Guarding of Cycle, Scooter, Motor Cycle and Car stands (Both side of Main Gate in all 3 Shifts)	Per Shift	62 days X 3 Shifts per day (On requirement basis)

I/We agree with the above

Signature of Contractor with Seal

Executive Incharge

**QUALIFYING REQUIREMENTS**

- 1) Should have PAN/TAN number. Copy of PAN/TAN to be submitted.
- 2) Should have Service Tax number (PAN based). Copy of Certificate issued by Excise Dept.
- 3) Should have VAT/TIN No. if material is supplied/ consumed. Certificate Issued by sales Tax Dept to be enclosed.
- 4) Self declaration that he is not blacklisted/under hold from BHEL Jhansi or banned by any unit/region/office of BHEL.
- 5) Self Declaration that he should not be guilty by a Court of Law in India for any offence involving fraud, dishonesty and moral turpitude .
- 6) Should have independent ESI Code number.
- 7) **Blank Price Bid as per annexure “ J”**
- 8) **Average Financial Turnover:** Average Annual financial turnover from similar type of work/service contract during the last 3 years, ending 31<sup>st</sup> March 2014 (year) should be at least 1.5 Lakhs.. Duly audited Financial Statement/ Balance sheet / Certificate from CA to be submitted as a supporting document.
- 9) If all balance sheets are not available for all three years then the average shall be calculated by dividing the sum of turnover of submitted balance sheets by three
- 10) **\*Experience** of having successfully completed similar work (similar work means all type of Works/Service Contracts) during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:-
  - a. Three similar completed works each costing not less than the amount equal to Rs. 1.99 Lakhs , Or
  - b. Two similar completed works each costing not less than the amount equal to Rs.2.49 Lakhs, Or
  - c. One similar completed work, each costing not less than the amount equal to Rs.3.99 Lakhs.
- 11) **\*Documentary proof** (Execution Certificate) for the experience to be submitted along with Technical Bid. In case of experience in Private Sector relevant TDS Certificate must be attached as evidence. Copy of contracts to be submitted alongwith completion certificate.
- 12) Documentary proof in support of above eligibility criteria along with EMD shall be submitted along with Techno Commercial Bid at Annexure I.
- 13) The documents required for legal entities under whose name and style Contractor has participated in the tender are as follows:
  - (i) **Partnership Firm:** Partnership Deed registered at the office of Registrar of Firms.
  - (ii) **Company:** Certified copy Memorandum of Association, Article of Association and Incorporation Certificate.
  - (iii) **Society :** Registration certificate issued by Registrar of societies.
  - (iv) **Sole Proprietor-ship Firm:** Undertaking on oath (Rs. 100 stamp paper) that Proprietor is solely responsible for all rights and liabilities while working under the name and style of Sole Proprietorship firm namely (\_\_\_\_\_)

Tender Documents

INSTRUCTIONS TO TENDERERS

- Above tender is in two Bid System (Techno Commercial Bid & Price/Rate Bid)
- 1. The tender is to be processed in two parts viz. 1) Techno Commercial bid and 2) price/rate bid. The Technical Bid Application (Annexure - I) and its enclosures (along with the Contractor's Obligations, General Terms & Conditions and copies of qualifying requirements) must be submitted in one sealed envelope superscribed as "**Tender for: Guarding of Bi-cycles, Scooters, Motor Cycles & Cars kept – TECHNO COMMERCIAL BID**". EMD/Cost of Tender Document or Documents required as per qualifying requirements must be enclosed. The second envelope duly sealed should contain the price/rate bid (Annexure-J) only superscribed as "**Tender for: Guarding of Bicycles, Scooters, Motor-Cycles & Cars - PRICE/RATE BID**". Any other enclosures, which the tenderer wish to submit, must be enclosed with the Technical Bid only. The price bid envelope should contain the rates only. Offers not in line with the above procedure or quoted in any other format will be rejected/by passed.
- 2. Both the technical bid and price bid sealed envelopes must be again sent in a single envelope duly sealed and superscribed as "TENDER FOR **Guarding of Bi-cycles, Scooters, Motor Cycles & Cars** against tender enquiry No. **CPR/WC/15/CS/00** DUE DATE OF OPENING - **17.04.2015** " The same should be dropped in the tender box kept in the CISF Gate of of Administrative Building, BHEL Jhansi or sent to Sr. Manager (CPR) by Registered Post/Speed Post, within the specified date and time by the tenderer or his representative.
- 3. All tenderers can witness the opening of the Technical Bid. After evaluation of the Technical Bid which may involve visit to the tenderer's/client's place by authorised officials, price bids of only those tenderers who are technically found suitable will be opened on a subsequent date which will be informed to the concerned whose technical bid has been accepted, in advance for witnessing the Price/Rate Bid opening.
- 4. All entries in the tender document should be in one ink. Corrections, over writing, cuttings etc. will not be permitted. All the columns in the tender form should be filled without leaving blank in any page of the tender document and all the pages must be duly signed & stamped by the tenderer before submission.
- 5. The price /rate should be quoted in figures as well as in words strictly. Price quoted in Price Bid shall be inclusive of all taxes & duties, all statutory requirements/liabilities like PF/ESI/Bonus/Min. wages etc. However service Tax shall be payable extra as applicable.
- 6. The rate quoted will be valid for the period of contract .
- 7. The contract will commence on the date as applicable against the contract and shall be valid as per the validity period of the contract. The contract can be extended further on mutually agreed terms and conditions.

I/We agree with the above

Signature of Contractor with Seal

Executive Incharge

Tender Documents

TENDER ENQUIRY NO: -----

DATE: -----

**TENDER EVALUATION CRITERIA**

The evaluation of the Tender will be carried out as follows:

1. BHEL officials may visit the bidders' office & their client's place to evaluate the capability and assess the performance.
2. Capability of the Contractor will be assessed on the basis of employees including supervisors on their rolls, machinery, equipments in its possession, previous track record, experience in other organizations, etc.
3. Price Bids will be opened or participation in Reverse auction will be allowed to only Techno-Commercially accepted bidders.
4. The contractor shall be awarded the work on overall L-1 basis if otherwise not specified in the tender document.
5. In case of tie between two or more than two bidders for L1 price . Bids shall be called for discount on price offered in sealed envelope from all the L1 bidders. In case of discrepancy in words and figures offered in price bid the decision shall be taken based on annexure "V"

**CONTRACTOR'S OBLIGATIONS**

**CONTRACTUAL**

**A) Towards selection, control and supervision of employees**

- a) **Contractor shall decide the number of employees to be deployed** for execution of the work awarded to him and he or his authorized representative will be solely entitled to instruct such workers about the manner of carrying out the work as per the prescribed specifications and quality plan.
- b) Contractor **shall supervise the work** allotted to him and to be carried out by his employees.
- c) Contractor to ensure that the employees deployed in the premises of BHEL **are physically and mentally fit and do not have any criminal record**. Such employees should **possess requisite skill, proficiency, qualification, experience of relevant field**.
- d) Contractor to **maintain appropriate records of his employees** deployed to carry out the job(s). The contractor shall maintain the attendance register of his employees on regular basis and the same shall be inspected & certified by the BHEL officials from time to time.
- e) The Contractor shall be responsible for the discipline of his own employees deployed under the contract. In case of any loss to the BHEL Jhansi on account of indiscipline of employee then such loss shall be assessed and recovered from the running bills of the contractor or from the security deposit.  
The contractor, on advice of authorized BHEL official, shall immediately remove any person employed by him, who may in the opinion of such authorized BHEL official is involved in misconduct. Such person shall not be re-employed by the contractor without prior permission.
- f) Contractor will ensure that the **job is executed through his employees** on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job **nor shall sub-contract the job without prior written permission**.
- g) Contractor **will keep watch on his employees and he will be liable for any pilferage/loss to BHEL** due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
- h) The contractor has to provide badges bearing logo of his establishment, which shall be affixed by the contract labour on the left side of his pocket.
- i) Contractor to ensure that **all precautions are taken for safety** of his employees and equipments.
- J) In the event of termination of contract for any reason whatsoever, the **contractor shall withdraw all his employees** from the establishment of BHEL. In case contractor decides to terminate services of his employees, **he should settle all terminal dues**.

- k) The contractor has to deploy his workers in appropriate number of shifts as mentioned in the Price Bid. The shift timings of BHEL Jhansi are as follows:

1 <sup>st</sup> Shift :	:	07.00 hrs. to 15.45 hrs.
2 <sup>nd</sup> Shift :	:	15.45 hrs. to 00.30 hrs.
3 <sup>rd</sup> Shift :	:	23.00 hrs. to 07.00 hrs.

For Stands having 3 shifts operations, 24 hrs. guarding should be ensured without any break.

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- l) On Sundays & Holidays, workers may be deployed on requirement basis in all the 3 shifts at Main Gate Stand from 06.45 hrs. to 07.15 hrs. of the next day for guarding of bicycles, scooters, motor-cycles & cars kept at the Stand of Main Gate.
- m) The contractor shall be fully responsible for the safety of vehicles kept at these Stands. In case of any damage/pilferage, a penalty of Rs.10,000/- (Rupees Ten Thousand only) shall be imposed on the contractor and the same shall be recovered from his Bills.
- n) The duration of the contract shall be for one year. During this period, in the event of any problem being created by the contractor, the contract shall be cancelled without assigning any reason.
- o) The contractor has no right to sub-contract this contract to any other contractor and he may have to implement the token system at the Stands.
- p) The workers deployed at the Stands will have to inform about their presence on all working days at 08.15 hrs. & 15.45 hrs. on Telephone No.2223 of CPR Deptt. Besides this, the workers have to mark their presence in the register made available by the contractor at the Stands.
- q) In case the workers report for duty late at the Stands, fine shall be levied as under:
- |                  |   |          |
|------------------|---|----------|
| Upto 01 hour     | : | Rs.10/-  |
| More than 1 hour | : | Rs.100/- |

If the workers continue to come late, then the contract may be cancelled or the contractor will have to replace the workers. The workers should be well behaved and courteous. He should display restraint and wisdom with BHEL personnel. In case of misbehavior by him, a penalty of upto Rs.500/- can be imposed for each occasion. In case there are multiple repetitions with a particular worker, he will have to be changed.

- r) No unauthorised person is allowed to keep his vehicle at the Stand. In case it is found so, the contractor himself shall be responsible for the same.
- s) In the event of any worker being absent, the contractor will have to depute another worker in his place failing which a fine of Rs.100/- shall be levied. This provision is valid for a week only beyond which the management reserves the right to cancel the contract.
- t) The workers performing the duty of guards at the Stands will have to be in black uniform which consists of black shirt, black pant, black hat (cap), black shoes and must have a Laathi & a whistle with them. During the inspection, in case any guard is found without uniform, a fine of Rs.10/- may be levied for every such lapse for one guard for one shift for one day.

In case the contractor fails to provide uniforms to guards within a month from the date of start of the contract, Rs.500/- per guard would be deducted from his bill. While quoting the rates, the contractors must keep this factor in their minds.

- u) The contractor or his supervisor has to come and meet representative of CPR Deptt. everyday and give feedback regarding functioning of the Stands. In case he fails to report continuously for 15 days, a penalty of Rs.200/- shall be imposed. Also the contractor or his supervisor must meet Head of CPR Deptt. once in six months and give feedback regarding functioning of Stands. Failing to do so, a penalty of Rs.500/- shall be imposed.
- v) During the lunch hours, guards shall remain at the Stands and they shall take their lunch at the Stands itself so that there is no disruption in the smooth functioning of the Stands.

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- w) The physical & educational requirements of the guards are as under:  
Age : Minimum 21 years but not more than 60 years of age (Only Male)  
Height : Minimum 5'4"  
Weight : Minimum 60 Kgs.  
Education: Minimum 8th Standard passed
- x) The contractor shall instruct his guards not to consume alcohol while on duty. They will be patrolling continuously and whistle from time to time so that it is exhibited that guards are on duty.
- y) Contractor to ensure that all precautions are taken for safety of his employees and equipments.
- B) Towards supply of tools, tackles and materials**
- a) Contractor shall provide to **his employees all tools, tackles and equipments** and maintain the same to carry out the job under the contract at his cost and if necessary contractor may **take insurance policy of his men, material, equipments and tools and tackles**.
- b) Contractor shall **provide safety appliances and maintain the same** at his own cost which may be required under the statute or otherwise.
- c) Contractor **shall provide material at his cost** as mentioned in the contract to his employees for carrying out the job.
- C) Towards statutory liability**
- a) As mentioned in the terms and conditions enclosed as Annexure 'G' of this contract.
- b) Contractor shall indemnify BHEL against all claims by statutory authorities and loses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- c) Contractor shall be responsible for making payment of wages before expiry of 10 days from the last day of wage period and to ensure disbursement of wages.
- D) Towards Finance**
- Contractor to arrange his own finance** for carrying out the job including supply of tools, tackles and equipments to his employees, materials, payment of wages to his employees etc. **Rates quoted shall be net and inclusive of all the capital cost**, material cost, taxes and levies which might be applicable to this type of job. Service Tax shall be extra.

I/We agree with the above  
Signature of Contractor with Seal

Executive Incharge

**Annexure 'G'**  
**Tender Documents**

**GENERAL TERMS & CONDITIONS FOR CONTRACTORS FOR DEPLOYMENT OF WORKERS UNDER WORKS CONTRACT.**

1 SECURITY DEPOSIT

1.1. Depending on value of contract awarded the amount of Performance Security Deposit shall be as following:

Upto Rs 10 Lakhs	10%
Above Rs 10 Lakhs & upto Rs 50 Lakhs	Rs.1.0 Lakh + 7.5% of the amount exceeding Rs 10 Lakhs
Above 50 Lakhs	Rs. 4.0 Lakhs + 5% of the amount exceeding Rs. 50 Lakhs.

1.2. The bidder shall submit the 'Performance Security Deposit' within 30 days of awarding of contract/ issue of Letter of Intent as following:-

- a) Pay Order, Demand Draft drawn in favor of M/s "Bharat Heavy Electricals Limited, JHANSI" valid for the period as aforesaid.
- b) Local Cheque of scheduled banks, subject to realization.
- c) Securities available from Post Offices such as NSC, Kisan Vikas Patras etc. (Certificates to be held in the name of bidder furnishing the security and duly pledged in favor of BHEL and discharged on the back)
- d) Bank Guarantee from scheduled Banks/Public Financial Institutions as defined in Companies Act. The Bank Guarantee format should have the approval of BHEL.
- e) Fixed Deposit Receipt (FDR) issued by Scheduled Banks/Public Financial Institutions as defined in Company's Act. The FDR should be in the name of bidder; A/C BHEL JHANSI duly discharged on the back.
- f) The PSD can also be recovered at the rate of 10% from running bills. However in such cases at least 50% of the PSD should be deposited before the start of work and balance 50% may be recovered from running bills.
- g) All deposits in the form of bank instruments shall be caused to be submitted preferably through the issuing bank only and deposited with the Finance Deptt. of BHEL under receipt in duplicate with copy of receipt submitted to department.
- h) The Performance Security Deposit shall not carry any interest.

2 Stamp duty applicable as per Indian Stamp Act 1899 is as follows:-

Sl	Performance Security Deposit	Stamp Duty Applicable
1.	Pay Order, Demand Draft, Local Cheque of scheduled banks	<b>Rs 125/- per Rs.1000</b>
2.	Securities available from Post Offices such as NSC, Kisan Vikas Patras etc and Fixed Deposit Receipt (FDR) issued by Scheduled Banks/Public Financial Institutions	<b>Rs 70/- per Rs.1000</b>
3.	Bank Guarantee from scheduled Banks/Public Financial Institutions	Rs.5/- per Rs.1000 limited to Rs.10,000/-

3 LABOUR LICENCE AND OTHER REQUIREMENTS:-

**(a) Labor License**

- i) Contractor shall within 15 days of commencement/completion of work-order submit Form VI-A to RLC office. The first & final bill shall be processed only on clearance regarding submission of Form VI-A by contractor.
- ii) Contractor shall apply for Form V to BHEL for obtaining labour license (if the number of workers deployed is more than 19) from appropriate government (as on date Central Government) and submit the same within one month from the date of award of the contract. Contractor shall possess separate valid Labour license from appropriate government for each contract in line with CL(R&A) Act before deploying their employees.
- iii) In case the number of employee desired to be deployed by the contractor against the contract during execution exceeds the number of employees allowed in the license then the contractor shall obtain prior amended valid labour license for the contract for the requisite number of employees.
- iv) *However, the contractor can not deploy the contract worker without obtaining requisite Labour Licence from the Appropriate Government (Central Govt.) authority. Till then the contractor shall be allowed to deploy maximum 19 worker or the numbers required whichever is less.*

**(b) Personal Accident Insurance Policy**

- i) Contractor shall buy Personal Accident Insurance (24x7) policy for all of his employees deployed under the contract before the start of work. No employee should enter the BHEL factory premises or working area without insurance cover as stated below..
- ii) The policy should cover the accidental death of workers for 24 Hrs for all the seven days of week.
- iii) The policy should be purchased from Govt. under taking company.
- iv) The coverage shall be of Rs. 5 lakhs per individual. The sum assured (Rs. 5 lakhs) shall become payable to the nominee/legal heir in the event of death due to accident of insured person.
- v) In the event of death of any contract worker deployed by the contractor without proper insurance cover, the contractor shall be liable to pay Rs. 5 lakhs to the nominee/ legal heir of such deceased contract worker.

4 APPOINTMENT AND ENTRY IN FACTORY PREMISES :

- 4.1 The contractor shall submit the following to HR, contracting department and CISF

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- (a) The details of the worker proposed to be deployed.
  - (b) Character certificate issued by District Magistrate's Office or Proof of remittance of fees for character certificate at District Magistrate's Office. Further he should submit the character certificate within 60 days failing which he will be discontinued.
  - (c) Copy of employment card issued by contractor to his own worker. Annexure II
- 4.2 After submission of documents the contractor shall issue photo identity card to the employee and submit to HR department. This identity card shall be forwarded by HR department to CISF, which shall then authorize the employee to enter the factory premises initially for a period of one month.
- 4.3 The photo identity card shall have to be revalidated every month on last working day of the month or any other date fixed to do so. In absence of such revalidation, duly forwarded by HR department, CISF shall not allow any employee to enter the premises of BHEL Jhansi.
- 4.4 The contractor shall maintain a register of persons employed by him in the format prescribed under Rule 75 of Contract Labour (R&A) Central Rules. A copy of this format is annexed as **annexure III**.
- 4.5 The entry of contractor's workers in factory premise shall be through biometric/smart cards. The Contractor shall ensure issuance of biometric/smart card through time office section of BHEL Jhansi. After the conclusion of works contract, the contractor shall collect these biometric cards from his workers and submit the same to Time Office Section through contracting department. In event of any contract worker leaving the services before completion of the contract, the contractor shall ensure return of biometric card to BHEL Jhansi. In case of non return of biometric card, Rs.200 (Rupees Two Hundred only ) per card shall be deducted from the security deposit of the contractor.

## **5 ATTENDANCE AND PAYMENT OF WAGES**

- a) Contractor should maintain attendance register by recording daily attendance duly signed by both contractor and contract worker.
- b) The contractor shall pay minimum wages as applicable of the Appropriate Government.
- c) The contractor shall issue pay slips to his workers, for the month deployed for undertaking activities under the contract, at least a day prior to disbursement of wages.
- d) The contractor shall make payment to the his own employees preferably through Bank Account before the expiry of the 7th day after the last day of the wage period in respect of which the wages are payable. The payment of wages to the employees shall not be subject to payment against the bills by BHEL.
- e) The contractor shall remit the cheques favoring RPFC and ESI Kanpur with the appropriate banks with such period as stipulated under relevant provisions. Last date for remittance of PF is 15<sup>th</sup> and that in case of ESI is 21<sup>st</sup> of each month.
- f) The contractor shall make payment of wages to his workers on due date.
- g) In cases where the payment to the contractor is due only after completion of work and the payment is not made monthly then the contractor shall have to produce documents as enumerated in respect of all workers deployed by him against the contract, for each month separately, along with final bills.

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**6 Payment of bills**

The payment of bills shall be done as per contract on completion of work/stage and duly certified by agency as defined in contract. The contractor's bills should be accompanied with the following.

- a) Copy of Measurement Book entries/Statement of work done by the Contractor
- b) Statement of Minimum Wages of employees deployed by him under the contract, PF/ESI no., statutory deductions etc., in the format as in Annexure IV annexed to these terms and conditions. (Form XVII of Contract Labour (R&A) Rules
- c) PF and ESI challans for previous month- separate for concerned contract. Print of online challan along with ECR/ Contribution History of contributing contract workers for PF/ESI duly certified by the contractor.
- e) Wage payment sheet for the bill period as per annexure IV.
- f) Copy of Form-5 and Form-10 (PF monthly returns) submitted by contractor to RPFC for billing month.
- g) Copy of Form 12A-regarding PF remittance
- h) List of CL covered under accident insurance policy
- i) Statement of material supplied by the contractor if any
- j) Copy of Labour License if increase in no. of employees deployed against Work Order if applicable.
- k) Copy of Challan of previous service tax paid
- l) Proof of Personal Accident Insurance Policy along with bill

The executing department shall pass the bills of the contractor, after thorough checking, along with requisite documents the bill in original and Service Tax Challan & documents as above forward them to Finance through HR department.

After checking the Labour Laws compliances with respect to the concerned contract, Contracting department after retaining copies of PF and ESI Challans and wage payment sheet pertaining to the relevant months, annexure IV etc., will forward the bill along with requisite documents (the bill in original and Service Tax Challan) to finance department. Finance department shall on satisfactory compliances of stamp duty charges, service tax and security deposit amount, make payment as per contract.

Finance department shall, on satisfactory compliance, and after deduction on account of Security deposit amount and TDS will make payment to the contractor.

**7.0 Provident Fund**

- a. The contractor should get independent EPF code before deployment of his contract worker against work contract.
- b. The Contractor should allot PF account number and get the nomination form, duly filled in, from each worker deployed by him at the time of joining.
- c. In case the worker already has PF/pension account number, allotted to him, previously, then the contractor shall get the transfer form filled up at the time of joining and send to the office of concerned Regional Provident Fund Commissioner.

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- d. After termination of contract the contractor shall provide due assistance to the employee for withdrawal of PF/pension amount, when due.
- e. The Contractor shall liaison with the PF officials to get the annual PF slips and distribute amongst his own workers. Security deposit shall be released only after submission of PF slips of workers.

**7.1 PF CONTRIBUTION :**

Employee's Contribution	Employer's Contribution	
12% of Normal wages paid (Coverage Rs.15000/- on Employee's/ Employers Contribution)	PF Contribution	3.67%
	Insp/ Admn Charges	1.10%
	Admn/ Insp Charges	0.01%
	Pension Fund	8.33%
	EDLI Charges	0.5%
	Total	<b>13.61%</b>

- 7.2** The Contractor shall submit annual returns in Form-6A and Form 3A, prescribed under statutory EPF scheme, 1952, in respect of each worker deployed by him with a copy to HR.

**8 Employees State Insurance**

- a) The Contractor should allot ESI account number and get the nomination form, duly filled in, from each employee deployed by him at the time of joining.
- b) At the time of joining the contractor shall get the self/family registration form filled by the workers and submit to the local ESI office.
- c) The contractor shall facilitate collection of issued ESI cards by his worker.

**8.1 ESI CONTRIBUTION:-**

<u>Employee's Contribution</u>	<u>Employer Contribution</u>
1.75% of gross wages	4.75% of gross wages

- 8.2** The Contractor shall submit annual returns in Form-6 prescribed under ESI Act, deployed by him with a copy to HR and finance department

- 8.3** The Contractor shall produce the following Registers and forms as per Contract Labour (R & A) Rules 1971 for verification by the Executing Officer of the company :-

- a) Form XIII - Register of Workmen employed by contractor (Rule 75)
- b) Form XIV - Employment Card issued by contractor (Rule 76)
- c) Form XVI - Muster Roll 78(1) (a) (i)
- d) Form XVII - Register of Wages (Rule 78 (1) (a) (i))
- e) Form XVIII - Register of wages-cum Muster Roll (in case of weekly Payment)
- f) Form XIX - Wage Slip (Rule 78)(1) (b)
- g) Form XX - Register of deduction for damages of loss (Rule (78)( 1) (a) (ii))
- h) Form XXI - Register of fines (Rule 78) (1) (a) (ii)
- i) Form XXII - Register of advance (Rule 78) (1) (a) (ii)
- j) Form XXIII - Register of overtime (Rule 78) (1) (a) (iii)
- k) Form XXIV - Return to be sent by the contractor to licensing officer (Rule 82)
- l) Form XII – Register of Adult Workers

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- m) Form XIV – Leave with wage register
- n) Form XV – Leave book

8.4 Contractor shall fully abide by the provisions of various applicable labour Act/laws and all other enactments as applicable for such contracts.

#### **9.0 Bonus**

The contractor shall be liable to pay statutory bonus under payment of Bonus Act, 1965. and submit proof of disbursement along with received copy of Form-C&D to L.E.O Office.

#### **10.0 LEAVE WITH WAGES TO THEIR EMPLOYEES :-**

10.1 Guidelines as per factories Act 1948 & U P factories Rules 1950 should be strictly observed with regard to crediting / availing of leave of absence. Register as prescribed under the said rules should be maintained by the contractor.

10.2 The contractor will give three paid National Holidays to his employees.

#### **11.0 INDEMNITY BOND/ COMPLIANCE OF LEGAL PROVISION/ INTIGRITY PACT**

- a. BHEL Jhansi shall not be liable for any compensation whatsoever in the case of accident / injury to the person employed by the contractor coming in the premises of BHEL Jhansi. Contractor shall pay all claims / compensation / damages / penalty / fine or any amount payable to the individual / authorities payable due to accident / injury to the person employed by the Contractor.
- b. That BHEL-Jhansi will not, in any manner be responsible for any act, omission or commission of the workers engaged by contractor and no claim in this respect will lie against BHEL-Jhansi. If any such claim is made against BHEL-Jhansi by any worker or his heirs engaged/employed by the contractor, which BHEL-Jhansi is obliged to discharge by virtue of any statue or any provision of law and rules due to mere fact of the workers of the contractor working at BHEL- Jhansi premises or otherwise, the contractor will be liable to indemnify/reimburse BHEL-Jhansi all the money paid in addition to the expenses incurred by him. The contractor must indemnify and keep indemnified BHEL- Jhansi against all losses and claims for injuries or damage to any person or property whatsoever which may arise of or in course of the operation of the contract and against all claims, demands, proceedings, damages, cost, charges and expenses whatsoever in respect of contingencies depicted herein shall be deemed as expected risk.
- c. The Contractor has to make an agreement with BHEL in the format prescribed only on Rs. 100/- Non-Judicial Stamp Paper.
- d. In case of contract estimate is equal to or more that Rs. 10 Corer Integrity Pact to be signed and submitted by the bidder along with the tender documents by the bidder.

#### **12.0 OTHER GENERAL TERMS AND CONDITIONS :-**

##### Legal compliance

- a) The contractor will comply with all the provisions regarding licensing, welfare and health, procedures, maintenance of various records and registers etc., as provided under the contract Labour (Regulation & abolition) Act 1970, rules amendments, orders, notifications there under issued by the Appropriate Government from time to time. For

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non-compliance of any provisions, statutory compliance under law, the contractor shall be responsible for penalties levied by the appropriate authority under the Act. The contractor shall also be liable to comply with all other Labour and Industrial Laws and such other acts and Statutes (including Factories Act, Payment of Bonus Act, minimum wages Act, etc.). Depositing of ESI, PF contribution as may be applicable is the responsibility of the contractor. For any default in compliance, the contractor shall be held responsible.

- b) The work shall be supervised by the contractor or through the authorized representatives on day to day basis.
- c) The Contractor shall compensate BHEL for any loss or damage to the plant/property, material of BHEL due to his workmen/representatives' negligence or otherwise during execution of work.
- d) In the event of contractor abandoning the work or BHEL revoking the contract BHEL shall have a right to get incomplete work completed at contractor's risk and cost. BHEL shall have a right to terminate the contract at any time without assigning any reason thereof.
- e) Security deposit will be released on submission of following certificates from departments mentioned as under:-
  - i) Completion of work and certification of payment of minimum wages to employees from contracting department.
  - ii) Certificate of compliance of labour laws from Contracting Deptt and verified by HR department.
  - iii) Certificate of payment of Bonus by Contracting Deptt and verified by HR Department
  - iv) No dues certificate from contractor regarding Service Tax payment & any other dues liable to remitted by contractor under Financial Laws to Finance department.
  - v) In case of non satisfactory performance of the contract, BHEL shall have a right of forfeiting the security deposit. In case of any dispute decision of concerned Head of the Department will be final.

**13.0 Risk & Cost:** If the Contractor fails to perform/execute the work within time or fail to perform as per the specification prescribed in tender or acted in violation to prescribed terms and conditions, BHEL-Jhansi shall be entitled to terminate the Contract and take recourse to alternate source to get the work done at the risk and cost of the Contractor. In such case Contractor shall make good the loss to BHEL. BHEL shall be entitled to recover the difference in cost, if any incurred by BHEL due to getting the work done from alternate source. However, in such case Contractor shall not be entitled for any gain.

**14.0 SETTLEMENT OF DISPUTE/JURISDICTION/ARBITRATION ETC. :-**

BHEL Reserve the following rights to evaluate the bid as per BHEL policy and Govt. guidelines including CVC / Vigilance guidelines by the tender committee duly constituted by BHEL Management. The decision of BHEL, Jhansi Management or Tender committee duly approved by competent authority shall be final and binding to bidder.

**15.0 CONFIDENTIALITY**

The parties agree & acknowledge that in the course of their discussions and interaction, BHEL may disclose information of confidential proprietary nature relating to its business, products, know-how, technology, customers, employees and financial to the contractor. Such information shall be considered as confidential. The contract agrees to

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keep it confidential & secret at all times and not directly or indirectly disclose to any party other than its employees and authorised personnel's strictly on a need know basis, without the prior written permission of BHEL.

**16.0 TERMINATION**

BHEL reserves the right to terminate contract awarded for any contravention of statutory provision or any other reasons without assigning any explanation or notice to the contractor.

**17.0 SUSPENSION**

BHEL reserves the right to suspend performance of any or all of its obligations under the contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons therefore. The Contractor shall thereupon suspend performance of such obligations until ordered in writing to resume such performance by the same authority that ordered for suspension.

**18.0 JURISDICTION**

Any matter of dispute arising out of or in connection with this contract shall be under jurisdiction of Jhansi Court only.

**19.0 ARBITRATION:-**

All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with Arbitration and conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the unit (BHEL Jhansi).

The award of the arbitrator shall be final and binding on both the parties. The venue of the Arbitration shall be at Jhansi in India. The Award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Jhansi court.

I/We agree with the above  
Signature of Contractor with Seal

Executive Incharge

# गेट पास आवेदन प्रपत्र

ANNEXURE - I (11)

(ठेकेदार के कर्मचारियों/आपूर्तिकर्ताओं/कोरियर सेवा कर्मों आदि के उपयोग हेतु)

1. ठेकेदार का नाम .....
2. कार्य का स्वरूप .....
3. कार्य आदेश सं./दिनांक .....
4. कार्य आदेश अवधि .....
5. कार्य स्थल (विभाग) .....
6. गेट का नाम जिससे प्रवेश/वर्हिगन होगा .....
7. कर्मचारी की ड्यूटी का समय .....

## संविदा श्रमिक का व्यक्तिगत विवरण

(एक से अधिक संविदा श्रमिकों के आवेदन हेतु अलग से सूची संलग्न करें)

संविदा श्रमिक

कर्मचारी का नाम..... जन्म तिथि/आयु.....

पिता का नाम..... पहचान चिन्ह.....

स्थायी पता..... वर्तमान पता.....

शैक्षिक योग्यता.....

भविष्य निधि खाता संख्या..... कर्मचारी रा बी निगम खाता सं.....

(संविदा श्रमिक के हस्ताक्षर/दिनांक)

कारखाना प्रबन्धक/शॉप प्रभारी के हस्ताक्षर  
(दिनांक एवं मोहर सहित)

ठेकेदार या उसके सुपरवाइजर के हस्ताक्षर  
(दिनांक एवं मोहर सहित)

आवंटित गेट पास सं०..... दिनांक..... हस्ताक्षर आवंटनकर्ता.....

विभागाध्यक्ष -मा.सं./सं.श्र.प्र. प्रभारी के हस्ताक्षर  
(दिनांक एवं मोहर सहित)

## के० ओ० सु० ब० द्वारा भरने के लिए

पासों के विचाराधीन रहने तक.....से.....तक श्री.....

नियोजक.....को कारखाने में प्रवेश हेतु अनुमति दी जाती है।

पास संख्या.....जारी होने की तिथि से दिनांक.....तक ही वैध होगी तथा प्रत्येक माह/

तीन के पश्चात 25 तारीख को के० ओ० सु० ब० द्वारा नवीकृत किया जायेगा।

हस्ताक्षर उप कमान्डेन्ट के० ओ० सु० ब० इकाई  
बी० एच० ई० एल० झाँसी (30 प्र०)

ANNEXURE-II

FORM XIV

( See Rule 76 )  
Employment Card

Name and address of Contractor : .....

Nature of work and location of work : .....

Name and address of Establishment  
in/under which contract is carried on : .....

Name and address of Principal  
Employer : .....

1. Name of the workmen : .....

2. Serial No. in the register of workmen  
employed : .....

3. Nature of employment/designation : .....

4. Wage rate with particulars of unit,  
in case of piece-work. : .....

5. Wage period : .....

6. Tenure of employment : .....

Remarks. : .....

Signature of contractor.

ANNEXURE - III

FORM XIII

[ See Rule 75]

Register of workmen employed by contractor

Name and address of contractor : .....

Name and location of work : .....

Name and address of Establishment in/under  
which contract is carried on : .....

Name and address of Principal Employer : .....

Sl. No.	Name and surname of workman	Age and Sex	Father's/ Husband's name	Nature of employment/ designation	Permanent home address of workman (village and tehsil) and taluk and district	Local address	Date of commencement of employment	Signature or thump impression of workman	Date of termination of employment	Reasons for termination	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

BHARAT HEAVY ELECTRICALS LIMITED, P.O. BHEL, JHANSI - 284 129

(Communication & Public Relations Department)

Tender No. CPR/WC/15/CS/00

DATE: 07.03.15

ANNEXURE - IV

TENDER ENQUIRY NO: -----

DATE: -----

STATEMENT OF THE CONTRACTOR FOR THE MONTH OF \_\_\_\_\_ 20\_\_\_\_

WORK ORDER NO-----

CONTRACTING DEPARTMENT-----

CONTRACTOR NAME-----

S.NO	NAME OF WORKER	CAT.	NORMAL DAYS	OT DAYS	GROSS WAGES	EMPLOYEES CONTRIBUTION DEDUCTION		OTHER DEDUCTION	TOTAL RECOVERY	NET PAYABLE	EMPLOYER'S CONTRIBUTION	
						PF 12%	ESI 1.75%				PF 13.61%	ESI 4.75%
1.												
2.												
3.												
4.												
5.												
6.												
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25.												
26.												
27.												
28.												
29.												
30.												
31.												

SIGNATURE OF THE CONTRACTOR

**Tender Documents**

**MEASUREMENT OF WORK AND PAYMENTS THEREOF.**

1. The designated officer of the Unit will periodically inspect the Data Punching and Miscellaneous services being provided by the contractor and find out deficiencies. The contractor shall rectify the same immediately to the satisfaction of the designated officer.
2. Payment towards work satisfactorily executed will be made to the contractor on the basis of following: -

Sl.No	Job /Activity	Unit of Measurement (Shift)	Quantum of work /Annual
1.	Guarding of Cycle, Scooter, Motor Cycle and Car stands (Both side of Main Gate in all 3 Shifts)	Per Shift	303days X 3 Shifts per day
2.	Guarding of Cycle, Scooter, Motor Cycle and Car stands (Both side of Material Gate in 2 Shifts)	Per Shift	303 days X 2 Shifts per day
3.	Guarding of Cycle, Scooter, Motor Cycle and Car stands (Both side of Main Gate in all 3 Shifts)	Per Shift	62 days X 3 Shifts per day (On Sundays, holidays as per requirement )

- 3) Payments will be made to the contractor on the basis of work carried out by him on a monthly basis.
- 4) All payments will be subject to deduction of income tax at source as per Income Tax applicable Rules.
- 5) Measurement book to be maintained for the work carried out periodically by the contractor and the same shall be verified and BHEL official, nominated for the same.

**I/We agree with the above**

**Signature of Contractor  
with Seal**

**Signature of Officials of Executing Department**

**PROFORMA FOR SUBMITTING TECHNICAL BID FOR GUARDING OF BICYCLES, SCOOTERS, MOTOR-CYCLES & CARS KEPT AT THE STANDS LOCATED AT MAIN GATE & MATERIAL GATES OF BHEL, JHANSI**

(A) Essential Documents Required

1. Name of the firm : -----  
(Documents as per clause 13 of annexure C to be attached )
1. Name of the Proprietor/Partners : \_\_\_\_\_
2. Address and Contact Numbers : \_\_\_\_\_
3. ESI Code Number : \_\_\_\_\_  
Copy of the ESI Certificate                      Enclosed / Not Enclosed
4. PAN/TAN Number                      : \_\_\_\_\_
5. Service Tax Number(PAN Based) : \_\_\_\_\_
6. VAT/TIN Number                      : \_\_\_\_\_  
Copy of Certificate                                      Enclosed / Not Enclosed  
(To be submitted only in case where material transaction is Involved )
7. Audited financial statement/CA Certificate as per tender :  
Enclosed / Not Enclosed
- 9.. Experience Certificate                      : Enclosed / Not Enclosed  
(Along with necessary enclosures as per tender to be submitted)
10. No. of Workers including Supervisors on the rolls of the firm : \_\_\_\_\_

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11. Earnest Money Deposit : Rs. \_\_\_\_\_  
a) D.D. Number & Date : \_\_\_\_\_ Date \_\_\_\_\_  
b) Drawn on (Bank) : \_\_\_\_\_
12. Any other relevant information: \_\_\_\_\_  
-----
13. Tender Cost :Rs. \_\_\_\_\_  
D.D. No. /Receipt No : \_\_\_\_\_
14. Validity of offer : \_\_\_\_\_  
(At least 90 days from the date of tender Opening.)
15. Blank Price bid format : Enclosed/Not Enclosed  
(Annexure 'J')
- (B) Desirable:**

1. PF Code Number : \_\_\_\_\_  
Copy of the PF Certificate : Enclosed / Not Enclosed
2. Income Tax return last 3 yrs. : Enclosed / Not Enclosed
3. Acceptance of RA : Accepted/Not accepted

**We will fulfill all the obligations of the contractor and abide by the Terms & Conditions mentioned in the enquiry.**

Signature with Name  
& Office Seal

Date:

NOTE (1) : TECHNICAL BID AND PRICE BID SHOULD BE SUBMITTED IN SEPARATE SEALED ENVELOPS. IN CASE THE BIDS ARE FOUND IN ONE SINGAL ENVELOPE THEN THE "BIDS" ARE LIABLE TO BE REJECTED.

.....  
Note : 'NOTE (1)' is applicable only when tender is called in two bid system

**Annexure “J”**

**BLANK PRICE/RATE BID**

**(To be submitted with Technical Bid)**

**FOR GUARDING OF BICYCLES, SCOOTERS, MOTOR-CYCLES & CARS KEPT AT THE STANDS LOCATED AT MAIN GATE & MATERIAL GATE OF BHEL, JHANSI**

- a. Name of the firm :  
 b. Name of the proprietor/partners :  
 c. Address and contact nos :  
 d. Price offer on work measurement basis :

SL. NO	Service/Activity	Measure-ment criteria (Unit)	Qty. of Works (Annual)	Rate per Shift	Total value F = D x E
(A)	(B)	(C)	(D)	(E)	(F)
1.	Guarding of Bi-Cycle, Scooter, Motor-Cycle & Cars Stand (Both side of Main Gate of BHEL-Jhansi in 1st/2nd/3rd Shifts)	Per Shift (8 Hrs)	303days X 3 Shifts per day = 909 Shifts		
2.	Guarding of Bi-Cycle, Scooter, Motor-Cycle & Cars Stand (Both side of Material Gate of BHEL-Jhansi in 1st/2ndShifts)	Per Shift (8 Hrs)	303days X 2 Shifts per day = 606 Shifts		
3.	Guarding of Cycle, Scooter, Motor Cycle and Car stands (Both side of Main Gate in all 3 Shifts)	Per Shift(8 hours)	62 days x 3 shifts per day = 186 Shifts		
Total Works Value without Service Tax					
Rs (In words) .....					

**Note:** Service Tax Extra.

(Contractors Signature)

I/we agree with above and all toehr terms and conditions of the contract.

Date:

Signature with Name & Office Seal

Signature & Name of Contractor with Seal

**PRICE/RATE BID**

**(To be submitted in separate sealed envelope)**

**FOR GUARDING OF BICYCLES, SCOOTERS, MOTOR-CYCLES & CARS KEPT AT THE STANDS LOCATED AT MAIN GATE & MATERIAL GATE OF BHEL, JHANSI**

- a. Name of the firm :
- b. Name of the proprietor/partners :
- c. Address and contact nos :
- d. Price offer on work measurement basis :

SL. NO	Service/Activity	Measurement criteria (Unit)	Qty. of Works (Annual)	Rate per Shift	Total value F = D x E
(A)	(B)	(C)	(D)	(E)	(F)
1.	Guarding of Bi-Cycle, Scooter, Motor-Cycle & Cars Stand (Both side of Main Gate of BHEL-Jhansi in 1st/2nd/3rd Shifts)	Per Shift (8 Hrs)	303days X 3 Shifts per day = 909 Shifts		
2.	Guarding of Bi-Cycle, Scooter, Motor-Cycle & Cars Stand (Both side of Material Gate of BHEL-Jhansi in 1st/2ndShifts)	Per Shift (8 Hrs)	303days X 2 Shifts per day = 606 Shifts		
3.	Guarding of Cycle, Scooter, Motor Cycle and Car stands (Both side of Main Gate in all 3 Shifts)	Per Shift(8 hours)	62 days x 3 shifts per day = 186 Shifts		
Total Works Value without Service Tax					
Rs (In words) .....					

**Note:** Service Tax Extra.

(Contractors Signature)

I/we agree with above and all toehr terms and conditions of the contract.

Date:

Signature with Name & Office Seal

**NOTE: TECHNICAL BID AND PRICE/RATE BID SHOULD BE SUBMITTED IN SEPARATE SEALED ENVELOPES. IN CASE THE BIDS ARE FOUND IN ONE SINGLE ENVELOPE, THE "BIDS" ARE LIABLE TO BE REJECTED.**

NOTE : GUIDELINES FOR DEALING WITH "DISCREPANCY IN WORDS & FIGURES – QUOTED IN PRICE BID".

IN CASE OF NON-CONFORMITIES/ERRORS/DISCREPANCIES ARE OBSERVED BETWEEN THE QUOTED PRICES IN FIGURES AND THAT IN WORDS, FOLLOWING GUIDELINES SHALL BE FOLLOWED:-

- (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 THE TENDERER 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 UPTO WHICH THE BIDDER HAS TO SEND HIS ACCEPTANCE ON THE ABOVE LINES AND IF THE BIDDER DOES NOT AGREE TO THE DECISION OF THE TENDERER, THE BID IS LIABLE TO BE IGNORED.

**INTEGRITY PACT**

**Between**

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

**and**

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

**Preamble**

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

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

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