



BHARAT HEAVY ELECTRICALS LIMITED,  
INDUSTRIAL VALVES PLANT, GOINDWAL

**TENDER  
DOCUMENT**

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**Security Tender**

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## **1.0 NOTICE INVITING TENDER**

Sealed bids are invited from the DGR registered contractors for security services at factory & at township premises of BHEL, Goindwal Sahib., Punjab" on job contract basis

<b>Sl. No.</b>	<b>Work Description</b>	<b>Tender Enquiry No. / Date</b>	<b>Approx. Value Of Contract (in lakhs)</b>	<b>EMD (in Rs.) *</b>
01	Security Services for factory premises & Township	15-16:HR:SECURITY:01	88.42 lakhs	150000/-

- EMD Instructions: The EMD amount may be deposited in the form of Demand Draft favoring BHEL and drawn on SBI/PNB/Punjab & Sind Bank, HDFC, United Bank of India & Payable at Goindwal only. Other form of Payment is not acceptable and without the EMD the tender will be rejected.

### **1. EMD amount & Tender Cost as indicated is to be submitted by the bidders.**

Duration of contract	<b>02 years from the date of award of contract.</b>
Cost of Tender documents	<b>Rs.500.00(Rupees five hundred Only)</b>
EMD Amount	<b>Rs. 1,50,000.00 (One lakh fifty thousand only)</b>
Issue of tender documents	<b>02.10.2015 (10.00 AM onwards) from BHEL, IVP.</b>
Last date of Issue of tender doc	<b>22.10.2015 (2.00 PM)</b>
Last date for submission of tender	<b>22.10.2015 (3.00 PM)</b>
Date of opening of Tender (Part-A)	<b>22.10.2015 (3.30 PM)at Admin Building</b>

### **Note :**

1. A set of tender documents (Non-transferable) may be purchased on any working day (Monday to Saturday) between 10.00 AM hours and 16.30 PM

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from AGM(HR, Civil & MM) , BHEL-IVP, Goindwal by paying the prescribed tender fee of Rs.500/= by cash depositing at cash counter of BHEL,IVP,Goindwal BHEL or a crossed demand draft in favour of BHEL drawn on SBI,Goindwal/PNB Goindwal/Punjab,HDFC,United Bank of India ,Punjab and Sind bank , Payable at Goindwal. Tender document can also be downloaded from the website [www.bhel.com](http://www.bhel.com) and a demand draft of Rs.500/-(Rupees Five hundred only) may be enclosed in favour of BHEL and payable at Goindwal.

2. In case tender documents are requested by post, BHEL-IVP shall not be responsible for any delay due to any reasons (including postal delay) either in receiving the Agency's request nor receipt of tender documents by the agency.
3. **EMD of Rs. 1,50,000(Rupees One Lakh fifty thousand Only) to be deposited along with the tender documents in the form of a Crossed demand draft in favour of BHEL , Drawn on Bank State bank of india/Punjab National bank/Punjab and Sind bank/HDFC/United bank of India & Payable at Goindwal . **Tenders without EMD shall be rejected.****
4. Micro and Small Enterprises (MSEs) are exempted from paying of EMD and Tender document Cost provided they are registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other as per "Micro Small and Medium Enterprises Development Act, 2006". MSE suppliers can avail the intended benefits only if they submit along with 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 CA certificate (Format enclosed as per form 17) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents
5. Contract will be governed by all statutory requirements amended from time to time & General terms & conditions of the contract of BHEL.

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6. BHEL reserves the right to reject any or all the tenders without assigning any reasons whatsoever. Decision of BHEL in this regard shall be final & binding to all parties.

**Name: Tajinder Singh  
Desig. AGM (HR, Civil & MM)**

Date –

Name and Signature of Bidder 4



**PART – A**

**1a. BID APPLICATION**

To

-----  
Bharat Heavy Electricals Limited  
Industrial Valves Plant, Goindwal

Dear Sir,

I / We hereby offer to carry out the work.....  
.....against Tender Enquiry No..... dated.....

I /We have carefully perused the following documents connected with the above mentioned work and agree to abide with the same.

- |   |   |            |
|---|---|------------|
| 1. Notice Inviting Tender                 | } | (Part – A) |
| 2. Bid Application                        |   |            |
| 3. Bid Questionnaire – A                  |   |            |
| 4. Bid Questionnaire – B                  |   |            |
| 5. Declaration by Bidder                  |   |            |
| 6. Instructions to bidder                 |   |            |
| 7. Special & General terms and conditions |   |            |
| 8. Evaluation of price bid                |   |            |
| 9. Price variation clause                 |   |            |
| 10. Scope of Work                         |   |            |
| 11. Price Bid Format                      |   | (Part – B) |

I/ We further agree to execute all the works referred to in the said documents as per the General terms and conditions.

I / We are in possession of ESI Code, Provident Fund account Number and License under CL (R&A) Act.

I declare that, there was never / is no Case or charge under investigation / enquiry / trial against me /us, nor conviction in a Court of Law or suspended or Blacklisted by any organization on any ground.

Signature of Bidder  
Date:

Name and Signature of Bidder 5



**1b.**

**BID QUESTIONNAIRE - A**

**Tender Enquiry No. :**

**Date:**

**Details of the Contractor:**

a) Name and address of the Firm:

b) Name and address of the proprietor:

c) Is any contract being operated under the Yes / No  
Control of the bidder in BHEL/Other Public  
Sector/ Govt.Organisation or reputed Pvt. Org.  
(If yes furnish the detail document in support of this) :

Location/Address	Number of Persons	Tender value	Date of Completion/Expected date of completion

d) Is any relative of bidder employed in BHEL Yes / No  
(If yes furnish the detail)

Name                      Staff no                      Location / Area

e) **The Financial Turnover of past 03 years in the form of Balance sheet up to, P/L AC of last three years, Form 16 & form 26 AS to be attached positively(The balance sheet must be up to 31.03.2015).**

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Signature of the Bidder

**1c.**

**BID QUESTIONNAIRE - B:**

01	ESI Code No, Copy of ESI code issued by ESI	
02	License under CL (R&A) Act	
03	PAN No.	
04	*PF Code No, Copy of PF issued by Provident fund Authority	
05	Service Tax Registration No.	
06	Banker's Name & Address	
07	Sponsorship No of DGR & copy of DGR issued by Ministry of Defense	
08	Bank A/C No.	
09	Minimum 03 years working experience in PSU/Govt. Org. /Reputed Private sector essential. (copy of Work Order(s) and Experience certificate from previous clients to be enclosed for each work order)	
10	Self-declaration that the bidder has not been blacklisted by BHEL or any other firm or convicted by court of law(copy may be enclosed)	

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Note:\*PF code is not mandatory (The Pf code can be submitted on award of the contract) but those already been issued PF code may submit the code along with the bid document.

Note: Photocopy in support of above wherever applicable should be attached.

**Signature of the Bidder  
Date:**

**1d. DECLARATION BY THE BIDDER**

I, -----, aged-----Yrs., S/o -----,  
residing at -----  
-----

Hereby declare as follows:

- (i) That my nationality is \_\_\_\_\_.
- (ii) That I am a major and eligible to enter into contract / my firm / my company is competent to enter into an agreement.
- (iii) I shall employ only such personnel who have not been found unfit for employment in Organizations such as Central / state / Public undertaking by the Police Authorities.
- (iv) I shall not employ persons against whom Criminal cases are pending or under investigation.
- (v) I shall also not employ persons found guilty of offences involving moral turpitude for executing work in BHEL contracts.
- (vi) That there are no Criminal cases pending or under investigation against me or my firm or company.
- (vii) I have not been found guilty of offences involving moral turpitude nor any of the company directors / partners of my firm have been found guilty of offences involving moral turpitude.
- (viii) Neither I nor my firm nor my company has been declared insolvent in the past.
- (ix) I have taken due care and efforts to furnish only information which are true in the tender document.

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- (x) I shall employ personnel who are more than 18 and less than 55 years) of age and having sound physical and mental health.
- (xi) I shall keep Photograph / identity proof / residential proof of the security guards to be employed against this tender and arrange for police verification.
- (xii) The persons to be employed should be ex-servicemen from Army/BSF/Paramilitary forces.

[Signature with Name & seal of the Bidder]

Date :

Place :

## 2.0 INSTRUCTOINS TO BIDDER

- 2.1 **Tender documents ( Part A & Part B) duly completed should be sealed separately clearly super scribed "Technical Bid" & "Price Bid" & Tender No. along with the Earnest money deposit (EMD) and other attachments as required. Both the tender documents again to be kept in a sealed envelope super scribed "Tender Enquiry No. \_\_\_\_\_dated \_\_\_\_\_and then to be deposited in the tender box kept in Administrative Building of BHEL, IVP, Goindwal or may be sent in the address AGM(HR,CIVIL & MM),433 industrial complex,Goindwal,Tarn Taran,Punjab,Pin-143422 by speed post/courier/by person.**
- 2.2 The bidder shall accept all the terms and conditions of the tender. The bid which does not comply with BHEL terms and conditions may be rejected.
- 2.3 Each page should be duly signed be the bidder as a token of acceptance.
- 2.4 The Bid should not carry any conditions. Price/rate should be quoted in clear terms in the format given by BHEL
- 2.5 Any alteration erasure or over-writing may tender the bid invalid. Alteration neatly carried out and duly attested over with the full signature of the bidder however is permitted. All entries in the tender documents should be in one ink and all the columns in the tender form should be filled without leaving any column blank. Tender document should be complete in all respect.

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Incomplete tender documents will be rejected and decision of the tenderer will be final and binding in this respect.

- 2.6 Name of the bidder should be written on the sealed envelope
- 2.7 Before making the offer the bidders are advised to carefully go through the terms and conditions, which form part of the agreement.
- 2.8 Tender documents duly sealed in an envelope should be deposited in the Tender Box kept at Administrative Building, BHEL, IVP so as to reach **on or due date mentioned above. Tender Opening Part I shall be done same days in the** presence of bidders or their representatives who are present for the tender opening. The tender documents may also be sent either by registered post / Speed Post / Courier

At  
AGM/HR,CIVIL & MM  
BHARAT HEAVY ELECTRICALS LIMITED  
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TARN TARAN, PUNJAB

or personally by the representative so as to reach on or before the said date and time.

- 2.9 For any further details required, tender issuing officer of BHEL/IVP, Goindwal may be contacted in person or through TELEPHONE NOS. (**01859-224621/622/623**) **OR EMAIL AT [MKM@BHELIVP.IN](mailto:MKM@BHELIVP.IN), VISHAL@BHELIVP.IN**
- 2.10 BHEL reserves the right to assess the capacity and capability of the parties for pre-qualification. The company also reserves the right to accept or reject any or all the tenders or any part thereof at any stage of process without assigning any reason whatsoever. BHEL's decision in this regard shall be final and binding.
- 2.11 **PRICE BID** - The bidders are required to submit their quotation in the prescribed format given along with the tender documents.

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**The wages should be quoted for each activity** after careful study of the actual job requirement so that, in case the contract awarded, contractor should not express any difficulties in execution of the contract.

- 2.12 **VALIDITY OF RATES** - The rates quoted should be valid for 90 days initially from the date of opening of the bid.
- 2.13 The bidder will be required to quote the rates against each category under each group.
- 2.14 BHEL reserves the right to award the contract to the lowest bidder.
- 2.15 BHEL reserves the right to reject any bid, which is technically unacceptable and unworkable. Further BHEL also reserves the right to reject any or all bids without assigning any reasons thereof.
- 2.16 BHEL reserves the right to cancel the contract at the initial stage or during the contract period if work is not found satisfactory.
- 2.17 Successful bidders shall enter into an agreement on stamp paper of Rs.100/= as a token of having accepted the rates, terms and conditions of the contract.
- 2.18 Any written communication required to be sent to the contractor in writing shall be sent at the address mentioned on the tender form or to any other address subsequently intimated by him in writing to BHEL IVP for the purposes.

## **2.0 SPECIAL & GENERAL TERMS AND CONDITIONS**

### **SPECIAL CONDITIONS**

1. That party shall provide security arrangements for guarding the Factory premises & BHEL Township (Including Guest House) of BHEL, IVP, Goindwal Distt. Tarn Taran at Goindwal, The party shall provide security services to protect the property of BHEL IVP, Goindwal & also the township (including Guest House). The party shall responsible for guarding the factory gate, rear gate, maintaining records, patrolling of factory premises & township including guest house.

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2. That party shall engage, employ and provide the requisite number of trained personnel and security guards and shall be responsible for payment of their emoluments and other dues payable to them according to their discipline and work.
3. That party shall not employ any personnel who are an immediate relative of any employee of the plant.
4. That the personnel so deputed by the party shall be Ex-Servicemen from Army/BSF/Paramilitary Services.
5. That the party **shall provide proper (uniform including shoe)** to the Personnel so deputed and the cost will be borne by the contractor. The bidder has to provide photo identity card to all the security guards deployed for duty.
6. The BHEL will provide office, office furniture's, telephone, stationary, torches with cells and bulbs etc. on the request of the party free of cost, if considered appropriate and necessary for the proper discharge of security function.
7. That party shall maintain stock register for items of properties issued by BHEL and the material coming in to the factory premises. Maintain of record of visitors, vehicles of visitors and daily in and out of the employees.
8. That it will be the responsibility of the party to comply with and implement all the laws applicable on the employees employed by them at the premises of BHEL.
9. That BHEL shall not be liable for any lapses made on the part of the party. The BHEL shall have right to recover the damages arising out of any violation of the labour laws made by the party.
10. That the party shall provide complete continuous security measures throughout 24 hours by changing the personnel in rotation or replacement subject to laws and rules applicable at the relevant time.
11. That the entire responsibilities for taking security measures shall be of the party and the BHEL will not be liable to pay anything for the security charges except as provided in this agreement.

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12. That the party shall provide complete bio-data of the staff posted at BHEL IVP, Goindwal and copy of discharge certificate in support of identity as Ex-servicemen.
13. That periodical surprise checking of staff can be made by BHEL for maintaining the efficiency.
14. **That tenure of this agreement will be for a period of 02 years. After completion of 2 years from the date of execution of contract, the validity of the contract automatically stands closed. However this can be extended for another 1 year period with mutual agreement basis on same terms and conditions. If the bidder or BHEL wants to terminate the contract before expire of the time period, 02 months' notice from either side may be served in writing to do so.**
15. The party will give leave with wages to his employees, who have worked for a period of 240 days or more during a calendar year. To facilitate the proper execution of the Factories Act, these leaves shall be allowed during the same year, at the rate of one day for every 20 working days. Person, showing service commencing on a day other than the 1<sup>st</sup> day of January shall be entitled to leave with wages at the above rate (one day for every 20 days of work) only if he has worked for 2/3 of total no. of days in the remainder of the calendar year.
16. **The party will pay bonus to its employees in accordance with the Payment of Bonus Act 1965 & will keep all the records as per the requirement of said Act. The same shall be borne by contractor and a compliance copy may be submitted to the contracting agency for record purpose.**
17. **The party shall regularly pay the amount of contribution (i.e. the employer's contribution as well as the employee's contribution in pursuance of provident fund scheme under the employees PF and misc. provisions Act, 1952. The calculation for depositing PF contribution (Employer) will be on the total wages (i.e. Minimum Wages of Punjab + additional wages of over and above the minimum wages of Punjab paid by BHEL, IVP, Goindwal).The compliances in respect of PF may be submitted by the party to the contracting agencies every month for record purpose.**

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**18. ESI Provision:**

1. The party will arrange its own ESI Sub Code from the ESI Office, Punjab and arrange for all other formalities of employees regarding ESI
2. That the party shall regularly deposit the amount of contribution [i.e. the employers' contribution (4.75% of wage) as well as employee's contribution (1.75% of wage) as per the provisions of **Employees State Insurance Act, 1948** every month against the ESI code of the party.
3. The same amount has to borne by the contractor and a copy of compliances may be submitted to the contracting agency every month for record purpose. The calculation for depositing ESI contribution (Employer) will be on the total wages (i.e. Minimum Wages of Punjab + additional wages of over and above the minimum wages of Punjab paid by BHEL, IVP, Goindwal).
4. The party shall every month furnish the statement showing recoveries of the contributions in respect of employees employed by them in BHEL factory and township premises.
5. Any change in the provisions' of the Employees State Insurance Act, 1948 in future will be applicable to the contractor.
6. Service Tax or any other statutory Tax shall be payable subject to submission of documentary evidence. It will be only reimbursed when the party will submit the documentary proof of deposit of service taxes and claim for the same.
7. The Party may recover from his employees the employee's contribution in accordance with the **provision of the PF and misc. Provisions Act 1952** and the scheme but he **shall not Recover the employer's contribution** or the other charges referred to in above mentioned paragraph from the employees in any manner.
8. The party within seven days of the close of every month, submit to BHEL statement showing the recoveries of contributions in respect of employees employed by or through them along with the proof of its deposition with R.P.F. commissioner and shall also furnish to BHEL such information as BHEL in the capacity of principal employer is required to furnish under the

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provisions of the scheme under the employees PF and misc. Provisions Act 1952 to the authorities under the said Act.

9. The party will arrange its own P.F. code No. from the office of Regional P.F. commissioner and make arrangements for depositing employee's contribution including employer's contribution in the R.P.F. commissioner office.

**19. a)** That the party of the first part shall ensure that their personnel do not join any union or interfere with the working of the BHEL.

**b)** After entering in to an agreement the party has to submit the detail list of security guards along with one copy of service book. The party has to ensure the checking of criminal records against the party by making a proper verification form his local authorities (i.e. local police station/sarapanch). At any point of time any disciplinary case found against the deployed persons, the party has to replace the convicted person with immediate effect.

**20.** That the BHEL shall pay to the party only the quoted rates and any changes in minimum wages in future has to be borne by the contractor.

**21.** That all the payment by BHEL will be made through EFT payment to the party or to their authorized representative. No wage payments will be made to any employee of party directly. **(EFT format May be submitted along with the technical bid)(Enclosed annexure-I)**

**22. CONFIDENTIALITY**

The parties agree & acknowledge that in the course of their discussions and interaction, BHEL may disclose 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 keep it confidential & secret at all times and not directly or indirectly disclose to any party other than its employees and authorized personnel's strictly on a need know basis, without the prior written permission of BHEL.

**23. FRAUD Prevention Policy:**

The Bidder along with its associates/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL's Fraud Prevention Policy displayed on BHEL Website [www.bhel.com](http://www.bhel.com) and shall

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immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice

### **3.1 General terms & conditions.**

3.1.1 The Security Agency shall have experience of handling work force in an industry with a group of more than 20 persons.

3.1.2 Bidder should have the essential License under Contract Labour (Regulation & Abolition) Act 1970. A copy of the license should be submitted along with the bid documents. The Successful bidder has to arrange contract labour license from the Regional Asst. labour commissioner by applying in form 5 of the contract labour regulation and abolition act 1970 .

3.1.3 Bidder should preferably have independent ESI Employer code under ESI Act 1948.

3.1.4 Bidder should preferably have the independent PF code under Employee Provident Fund and Miscellaneous Provisions Act 1952.

3.1.5 Photocopy of Letter from ESI Corporation and PF commissioner's office, to establish that bidder is independently registered as an employer under ESI and PF to be produced before commencement of work (ESI & PF code to be submitted).

3.1.6 The bidder shall also mention the PAN Number issued by Income Tax Department.

3.1.7 There should be no Case or charge under investigation / enquiry / trial against the Bidder, or conviction in a Court of Law or suspended or Blacklisted by any organization on any ground.

3.1.8 The opinion / decision of BHEL regarding the bid shall be final and conclusive. BHEL reserves the right to reject any or all the bids at any time without assigning any reason.

3.1.9 In case the bidder has a relative employed in BHEL, the authority inviting tender shall be informed of this fact in writing at the time of submission of tender, failing which the tender may be disqualified, or if such fact comes to light subsequently, the contract may be terminated.

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- 3.1.10 If the bidder gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, BHEL, IVP reserves the right to reject such tender at any stage.
- 3.1.11 BHEL reserves the right to award the contract to one or more contractor simultaneously as deemed fit at the initial stage or during the contract period.

### **3.2 EARNEST MONEY DEPOSIT (EMD):**

- 3.2.1 The Quotation must be submitted along with Earnest Money(EMD) in form of Demand Draft/ Pay order for Rs.1,50,000 /-( Rupees One Lakh Fifty thousand Only) by crossed demand draft in favor of BHEL, Goindwal drawn on SBI, Goindwal/PNB,Goindwal/Punjab and Sind bank, Goindwal, Payable at Goindwal. Or a Crossed demand draft favoring B.H.E.L,IVP, Goindwal Drawn on State Bank of India/PNB/Punjab & Sind Bank, Payable at Goindwal. Tenders without Earnest Money Deposit will not be considered.
- 3.2.2 The Bidder is not entitled for any interest on the Earnest Money Deposited or any right for award of the contract. The EMD amount will be forfeited if the bidder, after submitting his tender, revokes his offer or modifies the terms and conditions thereof or fails to takes up the work within two weeks of awarding the contract. In the case of successful bidder, the EMD amount will be converted and adjusted against security deposit.

### **3.3 SECURITY DEPOSIT:**

- 3.3.1 Security deposit of successful bidder will be as under ,the security deposit of Rs.4. lakhs (Four lakhs only) + 5 % exceeding of contract value of Rs.50 Lakhs will be deposited by the party .

Security Deposit is accepted in any one of the following methods.

- I) Cash( as permissible under the Income Tax Act)
- II) Pay Order, Demand Draft in favour of BHEL & payable at Goindwal
- III) Local cheques of scheduled banks, subject to realization
- IV) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. ( certificate should be held in the

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- name of contractor furnishing the security and duly pledged in favour of BHEL,Goindwal and discharged on the back).
- V) Bank Guarantee from Scheduled Banks/Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, Goindwal duly discharged on the back.
  - VI) Fixed deposit receipt issued by Scheduled Banks/Public financial institutions as defined in the companies act .The FDR should be in the name of contractor, A/C BHEL, duly discharged on the back.
  - VII) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50 % of the security deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.
  - VIII) EMD of the successful tenderer can be converted and adjusted against the security deposit
  - IX) The security deposit shall not carry any interest.

3.3.2 Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the offer of the contract and the bidder shall be liable to compensate the losses if any incurred by BHEL on this account. The security deposit shall be refunded within a reasonable time after the date of expiry of the contract period subject to the contractor carrying out all obligations and operations as required under the contract.

3.3.3 BHEL reserves the right to appropriate the whole or any part of the amount of the security deposit without prejudice to other claims against the contractor for losses suffered by BHEL due to failures on the part of the contractor or due to termination of contract or contractor becoming disqualified because of liquidation. Such losses, damages, charges, expenses or cost, as assumed by BHEL shall be final and binding the contractor and shall not be called into question.

### **3.4 STATUTORY REQUIREMENTS:**

3.4.1 While quoting the rate, the bidders are advised to take care of Minimum wages. Present rate (with effect from 01/03/2015) and the additional wages paid by BHEL, Goindwal which are mentioned in the price bid format.

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The above minimum wages are at prevailing rates. However when tender is finalized, the minimum wages applicable at that time as per Govt. Notification shall be borne by contractor. **No differential wages will be paid in case of increase in minimum wages.**

Bidder will be required to comply with all the statutory provisions such as Bonus, PF, ESI, Gratuity, Service Tax, minimum wages prevailing at the time of payment or arrears thereof etc. However, contractors are required to take consent of BHEL before disbursement of duties to the deployed security personnel in the factory premises or before making any changes to the duties.

The TDS will be applicable and will be deducted from the bill of contractor.

The contractor shall submit the documentary evidence of payment on account of submission of statutory payments made to the concerned agencies before clearance of bill of next month.

The party may quote the administrative charges for PF Admin. Charges in the price bid format (if applicable).

3.4.2 The bidder shall comply with the provisions of the Factories Act 1948, Contract Labour (Regulation and Abolition) Act 1970, ESI Act, Employees Provident Fund and Miscellaneous Act 1952, Minimum Wages Act 1948, Payment of Gratuity Act 1972, Industrial Disputes Act, 1947, Employers Liability Act 1938, Inter State Migrants Workmen (Regulation of employment and conditions of Service) Act 1979 and or any other Laws and Rules that may be applicable from time to time to the workers engaged by him. The bidder, when required by the Company shall produce the registers and records for verification and comply with other directions issued by the company for compliance of the statutory provisions.

3.4.3 The Bidder shall fully indemnify the loss if any caused to BHEL due to any default or non-observance of any of the laws, or any omission or commission or inability on the part of the Bidder or his representative.

Name and Signature of Bidder 19



- 3.4.4 The Bidder shall, keep and produce for inspection at all times, forms, registers and other records required to be maintained under various statutes in order go through them by the Company whenever required.
- 3.4.5 The Bidder shall produce to the Company, the documentary proof of payment of the said statutory dues. Non-observance of the provisions will be construed as default by the Bidder in making such payment, and payment of his bill will be deferred.
- 3.4.6 The party will be required to maintain the daily attendance of his guards in the prescribed Performa for accounting payment of minimum wages, deduction towards ESI & PF Contributions, payment of Bonus, leave etc.
- 3.4.7 The Party will have to follow the provisions of Payment of Bonus Act 1965 and Rules 1975, and is liable to pay Bonus to his workers. (Minimum prescribed bonus being 8.33% at present).
- 3.4.8 The bidder will have to extend paid National Holidays and Festival Holidays to their workers as per the provisions of Act and the Rules thereof. However, if due to exigencies of work he engages his workmen on National Holidays or Festival Holidays he shall pay additional wages as prescribed under the provisions of the Act.
- 3.4.9 All wages payments should be done through NEFT and a proof of disbursement of wages through bank to be attached with monthly bills, failing which bills shall not be processed for payment.
- 3.4.10 Salary slips to be provided to each and every guard deployed by the contractor.

### **3.5 Manpower:**

**As per given approved strength you are required to deploy minimum 24 security guards daily. Details of manpower to be deployed are as under:-**

#### **SECURITY PERSONNEL REQUIREMENT**

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CATEGORY OF PERSONNEL	POINTS TO BE DEPLOYED	REQUIRED NO'S
SECURITY GUARDS	<b>DEPLOYMENT AT SECURITY GATE, REARGATES, REAR CHECK POSTS , PATROLLING &amp; Deployment in Township (including Guest House)</b>	24

The party has to deploy at least 6 security personnel in BHEL factory premises per shift and 2 security personnel in BHEL Township including Guest House per shift. As BHEL, IVP Goindwal operates his duties in 3 shifts (6.00 Am to 2.30 PM), 2.00 PM to 10.30 PM, 10.00PM to 6.30 AM. Party shall ensure that the quoted rates should not be less than the minimum payments to the personnel mentioned in the price bid format.

- 3.5.1 The bidder shall be responsible for safety of his security personnel while they are engaged for work connected with BHEL IVP contract.
- 3.5.2 The bidder, as the employer of his workmen, shall manage them. In the event of any dispute arising between the Bidder and his employees, the Bidder alone is solely responsible for resolving the dispute between them and BHEL will in no way be responsible for settling the dispute either statutory or otherwise.
- 3.5.3 The bidder will be solely responsible for executing the agreed work and the employees of BHEL will only oversee the proper execution of work. The contractor or his representatives shall be available in the factory to control his workers and take down instructions from the designated officials of BHEL.
- 3.5.4 The bidder shall engage sufficient number of competent employees for executing the agreed work. The Bidder shall have full control over his employees including w.r.t determining service conditions, discharge, dismiss, or otherwise terminate their services at any time. The bidder shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.
- 3.5.5 The bidder shall employ only such personnel who are medically fit. The company has right to direct the bidder to remove from the premises

Name and Signature of Bidder 21



such of his personnel who may be physically, hygienically, clinically or medically unfit.

- 3.5.6 Contractor has to ensure presence of his representative in all the shift who should be capable of managing of his workforce, carry out the job smoothly, maintaining and submitting all statutory records and co-ordination with concerned section-in charge.

### **3.6 PERIOD OF CONTRACT**

- 3.6.1 Initially the period of contract will be of 02 year only.
- 3.6.2 The contract could be extended further for period of 1 Year on the same rates, terms and conditions if mutually agreed upon.

### **3.7 FAILURE TO COMPLY WITH CONTRACT**

- 3.7.1 Notwithstanding anything contained in any other clause, BHEL reserves the right to terminate the contract due to any failure on the part of the Bidder in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of the BHEL about the failure on the part of the Bidder shall be final and binding on the bidder.
- 3.7.2 In case of any damage to the existing building, structures, materials, tools, furniture and fixtures, machines etc., caused from contractor's end, the cost of its repairs or replacement will be recovered from the contractor.
- 3.7.3 The cancellation of contract may be either whole or part of the contract at BHEL's option. However the contractor shall continue to operate that part of contract which has not been terminated.
- 3.7.4 The decision of BHEL regarding interpretation of any terms and conditions set forth in the agreement shall be final and binding on the contractor.

Name and Signature of Bidder 22



### **3.8 PAYMENT TO THE CONTRACTOR**

The periodicity of payment to the Contractor shall be on monthly basis. The Contractor shall raise the bill for payment as per contractual terms and conditions mentioned in the Contract, which should be duly certified by the BHEL official in charge of the contracted work. However the bill shall be raised by the contractor only after disbursement of wages payable to the workmen before 7<sup>th</sup> day of every month in the presence of the representative of BHEL/can be directly paid through the individual account through EFT.

The contractor has to submit in the finance deptt, documentary proof of all the statutory payments along with the bills of next month.

### **3.9 SUB-CONTRACTING**

The contractor shall not sub-contract or transfer or assign the contract in full or in part or any part thereof to any other person or firm or company.

### **3.10 LAWS GOVERNING THE CONTRACT**

- 3.10.1 The contract will be governed by the Laws of India for the time being in force and as amended or made from time to time.
- 3.10.2 All disputes shall be settled in accordance with the Laws of India for the time being in force and as amended from time to time.

### **3.11 LEGAL JURISDICTION:**

In respect of all matters arising out of or pertaining to the contract, the cause of action thereof shall be deemed to have arisen only at Goindwal, where BHEL - IVP is situated. All legal proceedings pertaining to the above matters or dispute shall be instituted only in courts having territorial jurisdiction over the place where BHEL-IVP is situated and no other court shall have the jurisdiction.

### **3.12 DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR:**

Name and Signature of Bidder 23



The duties and responsibilities and obligation of the contractor including statutory responsibilities mentioned in this document are an indicative list and not exhaustive list. Contractors are required to confirm with the concerned authorities for proper and complete compliance.

3.12.1: The following documents / forms under Contract Labour (Regulation & Abolition) Act 1970 and relevant rules therein shall be maintained by each contractor:

- (i) A notice showing the wage period and the place and time of disbursement of wages to be displayed at the place of work and a copy sent by the contractor to the HR Department (Rule 75).
- (ii) A register of workman From XIII (Rule 75)
- (iii) Employment card From XIV (Rule 76)
- (iv) Service Certificate From XV (Rule 77)
- (v) Muster Roll, Wage Register, Deductions Register, overtime Register Etc.
- (vi) Half yearly return to be sent (In duplicate) by the contractor to the licensing officer. From - XXIV (Rule 82 (I) with a copy to HRM Department regularly.
- (vii) All statutory registers and records shall be preserved in original for a period of Ten years and should be made available even after the contract is over for verification.

3.12.2 The contractor shall comply with the provisions of Contract Labour (R & A) Act including provisions relating to welfare and Health facilities as provided under the Contract Labour (R& A) Act 1970 and relevant rules.

3.12.3 You are required to submit the returns required under contract Labour (Regulation & Abolition) Act 1970 and forward a copy to HR Department.

3.12.4 Since, IVP-Goindwal is a Notified Area under the provisions for ESI Act 1948, the contractor shall comply with the provision of ESI Act, and will be responsible for any liability arising during the tenure of the work contract under the Act, The contractor should ensure ESI coverage and facilities to his workers (I.e. ESI code no. and ESI card etc,) as per ESI Scheme from ESI authorities including Medical Benefit etc,. The contractor shall arrange for filling of family declaration forms in respect of their contract labors and deposit the same in ESI office for issue of Identity card by ESI authorities. The contractor may deduct required ESI

Name and Signature of Bidder 24



contribution from the wages of their employees as per law and deposit the same (Employees share) along with his contribution to the ESI authorities.

- 3.12.5 Workmen insured under ESI Act only shall be deployed in contract work.
- 3.12.6 The bidder shall submit Six Monthly return in Form 6 along with monthly Challans to the appropriate authority under the provisions of Employee's State Insurance Act 1948, under intimation to HR Dept.
- 3.12.7 Not with standing anything contrary to this, in the event of accident the contractor shall be required to submit injury report to the concerned authorities with a copy of the same to the designated BHEL IVP Executive immediately and ensure the compliance of the ESI Act and rules made therein.
- 3.12.8 The bidder shall submit the following returns to the appropriate authority under the provisions of Employee's Provident Fund and Misc. Provisions Act 1952, Employees' Pension Scheme 1995 under intimation to HR Dept.
- 3.12.9 Monthly return in Form 12 A along with form 5 & 10(addition and deletion) and monthly Challan.
- 3.12.10 Annual Return in Form 6A along with Form 3A.

The Contractor shall maintain the following records as required under the Employees Provident Fund And Miscellaneous Provisions Act 1952, Employee's Pension Scheme 1995

- (i) Declaration of Nomination, Form No.2 Para 33 and 61 (1).
- (ii) Pass Book.
- (iii) Cash Book.
- (iv) Attendance.
- (v) Wage Register.

- 3.12.11 The contractor shall regularly pay the amount of contribution (employer's contribution as well as the employee's contribution) as per the Employee's Provident Fund and Miscellaneous Provisions Act 1952, Employees' Pension Scheme 1995 and Employee's State Insurance Act 1948.

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- (i) The contractor may recover from his workmen, the employee's contribution in accordance with the provision of the said act and the Scheme but he shall not recover the employer's contribution or the other charges from his employees in any manner.
- (ii) The contractor shall submit along with monthly bills to BHEL, statement showing the recoveries of contributions in respect of employees employed by or through him along with the proof of Deposit of such contribution with the Concerned Authority and shall also furnish to BHEL IVP such information, in the capacity of principal Employer, is required to furnish under the provisions of the schemes under the Employees P.F. and Misc. provisions Act 1952 and ESI Act 1948 to the authorities under the said acts.
- (iii) The contractor will arrange for his own P.F. and ESI code No. from the P.F. Authorities and ESI Authorities.

3.12.12 In case of revision of Minimum Wage by the State Govt. after the award of work by BHEL IVP, the contractor will be liable to pay the difference of increased wages for such period. Any failure to comply with the statutory requirements on the part of contractor shall disqualify such contractor from all contracts awarded to him and his name shall be black listed for further tenders / contracts. In addition, the contractor's security deposit shall be forfeited apart from consequential legal action against him.

3.12.13 The contractor shall maintain Form D as per Rule 5 of the PAYMENT OF BONUS ACT 1965. The contractor is further liable to pay bonus to his employees in accordance with the payment of Bonus Act 1965 and will keep all the records in Form C as per the said Act.

3.12.14 Contractor shall Supervise the work allotted to him and to be carried out by his employees.

3.12.15 Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal records.

3.12.16 In case contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the Security

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deposit / other dues payable under the contract can be utilized by BHEL to discharge the liability of the contractor.

3.12.17 The liability for an compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.

3.13 **NATIONAL & FESTIVAL HOLIDAYS** (as declared by BHEL,IVP,Goindwal):  
The contractor will give paid National Holidays and Festival Holidays to the workers as per Section 5 of National and Festival Holidays Act. However, if due to the exigency of work if any of his workmen is required to work on National Holiday or Festival Holiday, the contractor will pay wages as per Section 5 sub section 2 and 3 of the said act.

3.13.1 Besides the three national holidays 15th August, 26th January and 2nd October, if Govt. declares any other day as a national holiday same will be treated as paid holiday for the purpose of this contract. Accordingly the contractor shall be required to provide paid holiday to its workers for the same. If any of the contract worker works on such additional declared national holiday, he will be entitled to additional wage for the said day.

3.13.2 **GENERAL ELECTIONS:** If the general elections are held for State Assembly / Parliament and Government declares a public holiday for exercising the franchise, the contract shall give all his workman half day leave in "A" shift only. The contractor's workmen working B and C shifts will be required to exercise their franchise during their own time.

3.13.3 The Contractor shall maintain the following Documents, Registers, Forms as required under the FACTORIES Act 1948 and Rules 1969.

- |                 |                        |
|-----------------|------------------------|
| (I) Leave Book  | From No. 15 (Rule 121) |
| (II) Nomination | From No. 25 (Rule 127) |

3.13.4 The contractor will extend leave with wage to his workers who have worked for a period of 240 days or more during a calendar year. To facilitate the proper execution of the Factories Act, these leaves shall be allowed during the same calendar year, at the rate of one day for every 20 working days. A worker commencing service on a day other than the 1<sup>st</sup> day of the January shall be entitled to leave with wages at the above rate (one day for every 20 days of work) only if he has worked for 2/3 of total no. of

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days in the remaining year. The contractor will pay the un-availed portion of leave in cash every Six month from the start of the contract.

- 3.13.5 Contractor has to ensure that all his workmen are granted one day weekly off after every 48 hrs. of working.
- 3.13.6 The contractor shall follow safety rules and regulations as per provisions of Factories Act 1948, and Rules at his own expense and arrange for the safety provisions as appended to these conditions or rules framed by the government from time to time.
- 3.13.7 Security deposit money of contractor will be refunded only after expiry of twelve months from the date of completion of the contract and Inspection report by ESI Authorities and PF authorities. In case any dues are claimed by the ESI Authorities, the dues of the contractor will be settled only after NOC from ESI and PF Authorities.
- 3.13.8 The Contractor shall be required to deposit service tax as applicable as assessed by Central Excise Authority ( Service tax cell ) Amritsar before 15<sup>th</sup> of the following month, if same is applicable as per rules in force from time to time. The amounts so spent can be claimed from BHEL after submitting the proof of the same. The service tax is reimbursable only when the contractor submits the proof of deposit of service tax and claim for the same.
- 3.13.9 Contractor shall inform his PAN to BHEL. Income tax as applicable will be deducted at source by BHEL from the bill of contractor.
- 3.13.10 All the Registers and Records, forms, Notices maintained under the relevant Acts and Rules should be produced on demand before the Inspector or any other authority under the Act, failing which the contract may be terminated without any notice.
- 3.13.11 Contractor shall be required to submit a list of his workers to be deployed for the works contract in the enclosed Performa giving details regarding Name of contract worker Fathers Name, permanent and Present Address, Date of Birth, Qualification, Caste-SC/ST/OBC ESI No and family member details.

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- 3.13.12 The contractor shall abide by all the labour legislations and other laws including the provisions of Contract Labour (Regulation & Abolition) Act 1970, the Factories Act 1948, The Payment of Wages Act 1936, the Minimum Wages Act 1948, ESI Act and Employees provident Fund Act 1952. and other relevant Acts applicable to his workmen / worker under this contract.
- 3.13.13 The contractor shall promptly furnish all information and document required by BHEL IVP Authorities for the purpose of complying with the responsibilities of Occupier of the factory and shall render all the necessary assistance for the same.
- 3.13.14 The contractor will maintain proper discipline of his workmen and will ensure that his workers do not cause any loss or theft or damage to any company's property. The contractor will also be responsible for the good conduct of his workmen.
- 3.13.15 The contractor or his authorized representative shall be required to be present at the work place / site during working hours for the purpose of supervising the work and executing as per contract.
- 3.13.16 The contractor shall not sub-contract or transfer the contract or any part thereof to any other individual, firm or company without the express written permission of BHEL IP.
- 3.13.17 The contractor shall ensure and maintain uninterrupted progress of the work in accordance with instructions given to him on behalf of BHEL,Goindwal from time to time. The BHEL IVP,Goindwal shall also be entitled, at its discretion to terminate the contract in full or cancel any part thereof.
- 3.13.18 In case the contractor makes default in commencing the work within the time specified by BHEL,IVP,Goindwal without any reasonable cause, disputes any of the terms and conditions of the contract or refuses to execute the contract or any part thereof at any stage, the contract shall, without prejudice to any other right or remedies available to BHEL IVP,Goindwal be liable to be canceled / terminated in part or in whole. In the event of cancellation / termination of contract, the contractor shall be liable, to compensate BHEL,IVP,Goindwal for all losses incurred by BHEL,IVP,Goindwal including the loss suffered on account of having the

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work executed through any other contractor or department as may be convenient to BHEL, in accordance with the exigencies of the work. In case only a part of the contract is canceled, the remaining portion of contract may be allowed be executed by the contractor.

3.13.19 The contractor shall, without fail, give up to date information in writing of the attendance of the workers engaged by him. The contractor will also submit the required documents and certificates as prescribed from time to time for the clearance and the payment of the bill.

3.13.20 Whenever any sum of money is found to be recoverable from or payable by the contractor, the same will be deducted from any sum that may due or which at any time there after becomes due to the contractor under this contract or under any other contract or from his security deposit. In case the recoveries are not complete even after such deduction, the contractor shall pay the same or the balance thereof from the security deposit. The contractor shall immediately thereafter pay such further sums as may be required to replenish the shortage caused by such recoveries in the amount of security deposit.

3.13.21 In case of failure on the part of the contractor to execute the work awarded to him within the stipulated time the earnest money deposited by him shall be forfeited after a week notice issued by the awarding officer and BHEL, IVP, Goindwal may in its discretion award the contract to any other party.

3.13.22 All the terms and conditions as mentioned in work order will also form a part of the agreement.

3.13.23 BHEL Management shall have a right to deduct any sum from the bill of the contractor for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract, Non-payment of wages or of deduction made from his or their wages which are not justified by the terms of the contract or non-observance of the said contract Labour regulations.

**3.13.24 The contractor shall be responsible for observance of local laws, employment of personnel, payment of taxes etc. As far as possible, workers shall be engaged from the local areas & present**

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**work force can be removed or new one inducted only after the consent of BHEL Management.**

3.13.25 The work shall be supervised by the contractor or through their authorized representatives on day-to-day basis.

3.13.26 The contractor shall be wholly responsible for the behavior of the workmen at the work place and outside, in the BHEL premises.

3.13.27 BHEL shall be entitled to recover any payment made on behalf of the contractor under any law or otherwise.

3.14 **ARBITRATION** : If at any time, any question, dispute or difference on matter connected with this work order should arise, the same shall be referred for arbitration to a person nominated in this behalf by Head of Unit, BHEL Industrial Valves plant, Goindwal, the award shall be final and binding on both parties.

3.14.1 In any matter pertaining to law, the agreement shall be subject to limits of local jurisdiction.

**4.0 EVALUATION OF PRICE BID:** Rate must be quoted for all the activities mentioned in the price bid Performa as the job would be awarded to successful bidder on Turnkey basis. In case bidder does not quote rates for all activities, BHEL reserves the right to reject such offer. The lowest 1 bidder will be decided on the basis of overall price quoted by the contractor.

**5.0. Price variation Clause:**

Any changes in minimum wages ,PF,ESI has to be borne by the contractor .By taking into consideration of these factors the bidder may quote the price in the price bid format. Cost quoted in the price bid shall remain valid & fixed during the entire contract period

**6.0 SCOPE OF WORK**

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- a. Area Of the Work - Deployment of security personnel in factory premises & township including guest house and providing security services.
- b. Name Of Work – Security Services
- c. Brief description of the Work –

Note:

- i. The Security personnel to be deployed in the factory premises at main gate, rear gate, rear check posts, patrolling factory premises & township including guest house.
- ii. Contractor shall be responsible for the storage and security of material issued to him. In case of any loss / shortage cost of material shall be deducted from bill.
- iii. The contractor has to properly educate their workmen in safe working practices in consultation with the officer-in-charge and ensure safe working condition.
- iv. Before submitting the bids the contractor should visit the work place, obtain desired clarification to have clear understanding.

Name and Signature of Bidder 32



**PART – B**

**7.0 Price bid Instruction :**

1. Title of work: -----
2. Earnest Money Deposit Details: -----
3. Tender No: -----Date: -----
4. Quoted payment per personnel per month:

**Instructions:**

- a) Applicable minimum wages for Security guards under semi-skilled category is Rs. 7627.75 per month as per Govt.of Punjab w.e.f 01.03.2015
- b) Additional component (by BHEL) of Rs.2932.25 per month in addition to minimum wages (as per govt of Punjab) to be given per month per security Guard subject to maximum ceiling of Rs. 10560/-.
- C) The minimum wages to be paid by the bidder is Rs.10560 /-Per Month for Semiskilled categories i.e. Security Guards. If the minimum wages Exceeds the limit mentioned above that has to pay by the contractor. The additional component given by BHEL in addition to the minimum wages of Govt of Punjab will be proportionately reduced to maintain the ceiling limit of Rs.10560 /-(Per month) in case of increase of minimum wage by Punjab. If at any point of time the minimum wages of Govt of Punjab exceeds the limit mentioned above the additional component paid by BHEL in addition to the Minimum wages of Punjab will be stopped. In this case minimum wages fixed by Govt. of Punjab shall be payable. The above minimum wages mentioned in column c will attract PF and ESI deduction. The employer contribution in respect of PF & ESI has to be deposited by the party.

Name and Signature of Bidder 33



## **8. REVERSE AUCTION**

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 are to give their acceptance for participation in RA. In other case BHEL may decide for a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorized representative to witness the price bid opening. BHEL reserves the right to open in-camera 'the PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.

### Terms & Conditions of Reverse Auction

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, 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).

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.

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6. Bidders have to fax the Compliance form before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
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 Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (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, 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.

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15. In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

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**NO DEVIATION CERTIFICATE**

To, -----

**AGM,  
Head/ HR, Civil & MM  
BHEL\_IVP, Goindwal Sahib  
Distt. Tarn-Taran, Punjab**

**Dear Sir,**

**Sub :** No Deviation Certificate

**Ref:** 1) NIT/Tender Specification No: .....,  
2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

NAME & SIGNATURE OF BIDDER

Name and Signature of Bidder 37



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**PRICE BID FORMAT**

(This financial bid to be enclosed in a separate envelop with seal)

To  
AGM (HR, CIVIL & MM)  
BHEL, IVP,Goindwal  
433 industrial Complex, Goindwal  
Tarn Taran, Punjab

Sir,  
I/We wish to submit our Tenders for PROVIDING SECURITY SERVICES ON JOB CONTRACT BASIS on the following rates.

SL.No	Particulars	Hours	No of Guard Deployement per shift	Total Number of Guards required for 24 hrs	Rate Per Month in (Rs.)in figure	Rate Per Month in (Rs.) in words
01	Maintenance of Record (Main Gate)	24	01	03		
02	Guarding of main Gate	24	02	06		
03	Rear area Security	24	02	06		
04	Patrolling	24	01	03		
05	Guarding of Township(including guest house	24	02	06		
06	Any other charges					
07						
08	Service tax if any (@ .... %)			24		
Total(including Service tax)				24		

Note - 1\*The rate should be quoted by taking into consideration of PF contribution,ESI contribution, Bonus Payment , future revision of minimum wages and other components like reliever charges /uniform cost including shoe etc. The rate will be valid for 2 years from the date of execution of the contract.

1. The work will be governed by terms & conditions mentioned in the tender documents.
2. Tender without EMD shall be rejected.
- 3. Rates should be quoted for each category in the chart otherwise Bid will be rejected.**

Name and Signature of Bidder 38



BHARAT HEAVY ELECTRICALS LIMITED,  
INDUSTRIAL VALVES PLANT, GOINDWAL

**TENDER  
DOCUMENT**

I/We agree to forfeit of the earnest money if I/we fail to comply with any of the terms and conditions in whole or in part laid down in the Tender form.

We have carefully read the terms and conditions of the Tender and are agreed to abide by these in letter and spirit.

Signature \_\_\_\_\_  
Name & Address of the Firm \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Mobile No. \_\_\_\_\_

Name and Signature of Bidder 39



BHARAT HEAVY ELECTRICALS LIMITED,  
INDUSTRIAL VALVES PLANT, GOINDWAL

**TENDER  
DOCUMENT**

**Annexure -1**  
**NEFT FORMAT**

**FORMAT TO RECEIVE E-PAYMENT THROUGH EXISTING ACCOUNT WITH  
SEFT/RTGS ENABLED BANK BRANCH**

**Sub: E-payments vide NEFT/RTGS – Reg.**

Name of the Party/ Firm	:	
NAME AS PER BANK RECORDS	:	
ACCOUNT TYPE	:	
BANK ACCOUNT NUMBER	:	
NAME & ADDRESS OF THE BANK	:	
BRANCH CODE	:	
BRANCH IFS CODE	:	
BRANCH MICR CODE	:	
NAME OF THE AUTHORISED SIGNATORY		

I/We confirm that I/We will bear the charges, if any levied by my/our bank for the credit of **NEFT/RTGS** amounts in our account.

For.....

**SIGNATURE**  
**(Authorized Signatory)**

**Date:**

We confirm that we are enabled for receiving **SEFT/RTGS** credits and we further confirm that the account number, the signature of the authorized signatory, branch code, RTGS code and MICR code of our branch mentioned above are correct.

**BANK VERIFICATION**  
**(Manager's/Officer's Signature under bank stamp)**

**Date:**

Name and Signature of Bidder 40