



**Bharat Heavy Electricals Limited**  
Centralized Stamping Unit, Jagdishpur

**NOTICE INVITING TENDER**

Date:25/04/2014

NIT No.: BHEL/CSU/CSU-MAINTENANCE/14-15/1

Centralized Stamping Unit(CSU) BHEL, Jagdishpur invites sealed bid in two part (Part I: Techno Commercial Bid; Part II: Price Bid ) for following work from experienced and financially sound bidder who fulfill the qualifying criteria contained in the enclosed tender document:

Name of Work	Maintenance activities of CSU
Contract Period	01(One)Year
Earnest Money	Rs.60,000/ in the form of D.D drawn in favour of "Bharat Heavy Electricals Limited" payable at SBI, IGFCCL Jagdishpur to be enclosed with techno commercial bid (Part1).
Tender cost	-
Due date & time of bid submission	On or before 17/05/2014, 14:00 Hrs
Due date & time of bid opening	17/05/2014, 15:00 Hrs
Venue for submission & opening of tender	Tender Box, Ground Floor, Administrative Building BHEL, CSU&FP Jagdishpur, Distt-Amethi, U.P. 227817

**NOTE :**

- 1 Tender can also be downloaded from BHEL website [www.bhel.com](http://www.bhel.com).
- 2 All subsequent corrigendum/amendment shall be published only on website and not in press. Hence, bidders are advised to always be in touch with our said website until the tender is finally opened.

**Enclosures (Tender Documents):**

- Section I: Terms & Conditions
- Section II: Price Schedule
- Section III: List of Annexures

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SECTION I

TERMS AND CONDITIONS

NITNo.: BHEL/CSU/CSU-MAINTENANCE/14-15/1

**A. GENERAL TERMS AND CONDITIONS**

Sub: Maintenance activities of CSU

- 1.0 The bid is invited in two part viz. Part I: Techno commercial Bid; Part II: Price Bid.
- 1.1 Part I: Techno commercial Bid: Techno commercial bid should contain documents in the same order as listed below:
- 1.1.1 Covering letter as per Annexure "A"
  - 1.1.2 Check List as per Annexure "B"
  - 1.1.3 EMD in the prescribed form
  - 1.1.4 This bid documents, each page signed and stamped with all tables/Declaration forms/ information sheet (Annexure A to Annexure F) duly filled in legible writing.
  - 1.1.5 Qualifying requirements as per Clause 1 of "Special Conditions".
  - 1.1.6 An attested copy of the Power of Attorney, in case an individual other than the sole proprietor signs the tender.
  - 1.1.7 Photo copy of PAN card in which PAN is readable.
  - 1.1.8 Copy of Provident Fund Number issued by RPFC
  - 1.1.9 Copy of ESI Registration Number
  - 1.1.10 Copy of Labour License Number issued by Labour Commissioner shall be deposited within 1 month of award of contract.
- 1.2 Part II(Price)Bid: Price bid should contain only Price Offer to be submitted strictly as per enclosed Price Schedule. The Price Bid not submitted as per Price Schedule may not be considered.
- 1.3 Part I and Part II Bids should be put in separately sealed envelopes and each envelope must be marked clearly as Techno commercial Bid or Price Bid as the case may be. NIT Number and bidder's name & address should also be clearly mentioned on these envelopes. These two envelopes must be put in a bigger envelope and sealed properly. Top of the outer cover/envelop should contain following information:
- 1. Tender Enquiry No. & Title of Work
  - 2. Bid Opening date & time
  - 3. Address/Venue of Bid Submission
  - 4. Bidder's Name & Address



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- 2.0 All papers/documents should be signed and rubber stamped by the bidder.
- 3.0 The tender shall quote the rates in English Language using international numerals. These rates shall be entered in figures as well as in words. For the purpose of the tender, the metric system of units shall be used.
- 4.0 All entries in the tender shall either be typed or be written in ink.
- 5.0 The offer shall be signed by a person who has requisite authority from the Bidder to do so. A copy of such authority (Power of Attorney attested by Notary) shall be enclosed with the offer.
- 6.0 The tender shall be submitted on or before the time & date specified in NIT & shall be dropped into tender box for works contract duly addressed to following:

*Tender Box, Ground Floor, Administrative Building*

*BHEL, CSU Jagdishpur-227817*

- 7.0 Tenders can be submitted personally /courier/post. The tenders received after the due date and time of submission will be rejected.
- 8.0 Tenders shall be opened by authorized officers of BHEL at the above mentioned address at the time and date specified in the Notice Inviting Tender in the presence of such of those bidders or their authorized representative who may like to be present.
- 9.0 The offers should be strictly in accordance with the tender specifications & General Instructions to the bidder. Should the bidder require any clarification on the tender specification, or is interested in offering any deviation from the tender specification, he shall contact the authority inviting the tender for clarification before submission of the tender. No deviation w.r.t. terms & conditions of the tender are acceptable.
- 10.0 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document.
- 11.0 Before tendering, the bidder is advised to inspect the site of work and the environments and be acquainted with the actual working and other prevalent conditions, facilities available etc. No claim will be entertained later on grounds of lack of knowledge.
- 12.0 All entries in the tender shall either be typed or be written in ink.
- 13.0 Only bidders who have previous experience in the work of the nature & description detailed in this tender specification are expected to quote for this work. Offer from bidder who does not have a proven and established experience in the field is not likely to be considered.
- 14.0 The offer shall be kept open for acceptance for a period of two months from the date of opening of tender. In case Bharat Heavy Electricals Limited (BHEL) calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding, on the bidder. All expenses for attending such negotiations are to be borne by the bidder.
- 15.0 The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights to reject any or all the tenders.
- 16.0 Conditional and unsigned tenders, tenders containing absurd or unworkable rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.
- 17.0 If the bidder deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money / Security Deposit / any other moneys due.
- 18.0 Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the Bidder who resorts to canvassing are liable to be rejected.
- 19.0 All safety & security rules, regulations and practices prevalent in the BHEL should be strictly followed by the contractor and contract laborers.
- 20.0 The responsibility of fulfilling liabilities under various labor laws such as workmen's compensation Act, industrial disputes Act, minimum wages Act, Payment of bonus act,



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- factories act. & contract labor act etc, of the contractor.
- 21.0 The contractor should make necessary arrangement of welfare and health of contract labor at his own cost.
- 22.0 The contractor shall be responsible for damages to BHEL property and for any injury or loss caused to his workmen. He shall obtain necessary insurance from approved insurance company and relieve BHEL free from responsibilities/ liabilities in this respect.
- 23.0 The contractor should produce the records i.e. labor license, proof of payment of wages, P.F., ESIC etc as and when demanded by the BHEL Authorities.
- 24.0 The contractor shall provide indemnity against any actions, awards, proceedings, claims and demands that may be made against it due to any act negligence, default, etc, made by the contractor or his workers during the contract period.
- 25.0 In the event of failure to carry out the work assigned under the up keeping contract to the Reporting about the status of the job on a day today basis shall have to be ensured by Contractor personnel to BHEL officers.
- 26.0 Satisfaction of BHEL the company reserves the right to get the work done through the alternate sources at the cost and risk of the contractor.
- 27.0 The contractor shall be responsible for the damage of every sort of the property of the BHEL Company due to negligence of the agency and cost of all such damages will be recovered from the amount payable to the agency
- 28.0 Validity of Offer: The offer should be valid for at least 60 days from the date of tender opening.
- 29.0 The contractor will disburse the salaries to labours in presence of HR executive from BHEL.
- 30.0 **BHEL** reserve the right to accept or reject any of the bid/all bids or cancel/withdraw the invitation for bid without assigning any reason whatsoever and in such case no bidder/intending bidders shall have any claim arising out of such action by BHEL.
- 31.0 **BHEL** can accept/reject any or all tenders fully or partly, reduce/increase quantum of work without assigning any reasons thereof.
- 32.0 Evaluation of Offers:
- 32.1 Technical cum commercial Bid shall be opened first.
- 32.2 Price bid shall be opened only of Technical cum commercial qualified bidder.
- 32.3 BHEL may decide to conduct reverse auction instead of paper price bid opening with all the Technical cum commercial qualified bidder.
- 32.4 The bidder shall submit complete price of the package.
- 32.5 Evaluation of the offer will be strictly based on the information submitted by the bidder. In view of this the bidder is requested to go through tender document carefully and furnish all details clearly. Missing information may not be asked by BHEL. Total price of the package (Price Schedule) shall be compared for purpose of arriving at L1.
- 32.6 Based on evaluation of the bids, the successful bidder shall be awarded the contract for the complete package.
- 32.7 The work is indivisible and total work in full shall be ordered on a single party.
- 32.8 The BHEL reserves its right to negotiate with the Bidder and/ or go for reverse auction
- 33.0 Letter of Intent (LOI)
- 33.1 The BHEL shall issue a Letter of Intent for award of work to the successful Bidder as soon as his Bid has been accepted giving brief details of the work and other terms & conditions.
- 33.2 Detailed Work Order will be issued by the BHEL normally within 2 to 4 weeks from the date of award of work (Letter of Intent).



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- 33.3 The Letter of Intent/ Work Order shall be issued in the name of Bidder only
- 34.0 **Effective Date of Contract:** The responsibility of successful Bidder under this Contract commences from the date of issue of the Letter of Intent by the BHEL. The Effective Date of Contract shall be the date of issue of the Letter of Intent.
- 35.0 **Contract Period:** Contract Period shall be One Year from the date of LOI.
- 36.0 **Contract Agreement:** The successful bidder has to sign and submit a contract agreement as per enclosed Performa (Annexure-H) on a non-judicial stamp paper of Rs.100/- at his own cost.
- 37.0 TERMS OF PAYMENT**
- (a) Payment shall be made, on the Nos. of Measurement units, successfully executed, by the firm. Firm shall submit their clear & legible bills (in duplicate) **on Monthly basis**, duly verified by concerned engineer. Each bill must be enclosed with work/ activity completion report duly signed by contractor & and BHEL representative.
- (b) All the payment due to contractor shall be made through Electronic Fund Transfer (EFT).
- (c) The total amount payable will be rounded off to the nearest full rupee value. Income tax shall be deducted at source under Income Tax Act.
- (d) BHEL shall be releasing payments against this work order after deduction of income tax at source as per requirement of income tax rules and BHEL will issue appropriate certificates in this regard.
- (e) Service tax, if applicable, shall be paid, as per Govt. rules, to the firm against running actual, on documentary evidence. The Service tax shall be paid extra and over the quoted rate.
- (f) No interest shall be payable by BHEL on earnest money, security deposit or any money due to firm.
- (g) Firm shall arrange his own finance for smooth execution of contract, wages payment, other statutory payments to his employees and all other agreed conditions.
- 38.0 Deduction of income tax/sales tax/works tax**
- (a) BHEL shall be releasing payments against this work order after deduction of income tax at source as per requirement of income tax rules and BHEL will issue appropriate certificates in this regard.
- (b) Work contract tax:  
TDS on account of works tax will be deducted as applicable
- (c) Service tax:  
Service tax is payable extra as per Govt. rules on documentary evidence.
- 39.0 **Deviation limit:** The contract value is subject to deviations depending upon the actual requirement within +/- 10%. Quantities of individual item may vary to any extent or may get deleted.
- 40.0 SECURITIES**
- 40.1 Earnest Money:
- A. Offer should be accompanied with Earnest Money of Rs 60000/- through E-payment or in the form of Demand Draft.  
E-payment shall be made in Bank Account No.: 30500630600 of SBI, IGFCC branch, I A Jagdishpur. MICR No. 227002003, IFSC code SBIN0009072.  
Submission receipt shall be submitted along with part-I bid.  
DD shall be drawn in favour of "Bharat Heavy Electricals Limited" payable at SBI, IGFCC branch, I A Jagdishpur, IFSC code SBIN0009072.  
The Earnest money deposit shall not carry any interest & shall be returned , after the award of the contract to the successful bidder.
- B. The Earnest Money Deposit of the successful bidder will be retained towards part of Security Deposit.
- C. In case of unsuccessful bidder, the EMD will be refunded after finalization of



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- the tender.
- D. BHEL reserves the right of forfeiture of EMD, in case the successful bidder who:
- After opening of tender revokes/ withdraws his tender within the validity period or revises/ alters his earlier quoted rates/ conditions.
  - Fails to communicate unqualified acceptance of Letter of Intent within in one week from the date of issue of letter of intent.
  - Fails to submit 50% of the total security deposit before start of work.
  - Fails to submit the work as may be indicated in the Letter of Intent.
- 40.2 Security Deposit:
- A. Upon acceptance of tender, the successful bidder must deposit the required amount of security deposit after adjusting the amount of Earnest Money duly deposited with the tender, within the time specified in the letter of intent for satisfactory completion of work.
- B. The total amount of Security Deposit shall be as follows:
- In the of work costing upto Rs.10 Lakh: 10%
  - Above Rs.10 lakhs upto Rs. 50 Lakhs: 1 Lakh + 7.5% of the amount exceeding Rs. 10 Lakhs.
  - Above Rs.50 lakhs: Rs.4 Lakhs+5% of the amount exceeding Rs.50 Lakhs.

The security deposit calculated as above shall be deposited with in one week from the date of issue of letter of intent but before the start of work in any of the following forms. The total Security Deposit may be Deposit in the form of Demand Draft in favor of "Bharat Heavy Electricals Limited" payable at SBI, IGFCC branch, I A Jagdishpur, IFSC code SBIN0009072.

OR

50% of Security Deposit in the form of Bank Guarantee in the prescribed Performa as per Annexure F. Balance shall be recovered from running @ 10% of the value of each running bill commencing from first running bill itself till the full Security Deposit made up. The Bank Guarantee should be from any one of our consortium bank as per list enclosed at Annexure H.

Validity of the Bank Guarantee furnished towards Security Deposit shall be valid up to the period of completion of work as stipulated in the letter of intent plus 2 months claim period and the same will be kept valid by proper renewal till the satisfactory completion of the Guarantee Period.

1 If the value of the work done at any time exceeds the accepted Contract Value, the Security Deposit shall be correspondingly enhanced and the extra Security Deposit shall be immediately deposited by the Contractor otherwise it shall be recovered from payments due to him. Failure to deposit the security Deposit within the stipulated time may lead to forfeiture of EMD and cancellation of the award of work. BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of the contract.

2 Return of Security Deposit: If the contractor fully performs and complete the works in all respect to the entire satisfaction of BHEL and returns properties belonging to BHEL taken, borrowed or hired by him for carrying out the said work, the full amount of Security Deposit will be released to the contractor after deducting all costs, expenses and other amounts that are to be paid to BHEL under this or other contracts entered into with the Contractor/ released prior to passing of final bill.

Note: All charges for establishing and amending the BGs, if necessary, shall be to Vendor's account.



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- 41.0 Safety and Occupational Health: The contractor has to assume full responsibility of the safety of the vehicles/ equipments, crew and to comply with the security/ safety regulations of BHEL and others inside the BHEL factory. The contractor is required to maintain first aid box at work place.
- 42.0 Force Majeure: Notwithstanding anything contained in this Contract, neither the Contractor and nor the BHEL shall be held responsible for total or partial non execution of any of the contractual obligations, should the obligation be made impossible due to concurrence of a Force Majeure which will include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotion's, insurgency, sabotage, act of public enemy, acts of god, epidemics and act of Govt. over which the Supplier or BHEL has no control.
- 43.0 Arbitration: The BHEL and Contractor shall settle the disputes and differences arising out of this agreement in good faith. In the event that a dispute cannot be resolved within reasonable time, the parties agree that the agreement shall be subject to arbitration under the Indian Arbitration & Conciliation Act 1996. Notwithstanding anything to the contrary in such rules there shall be three arbitrators, one appointed by the BHEL, one appointed by the Contractor and the third appointed by the other two arbitrators. No aspect of any arbitration proceedings shall be made public by either party. The arbitration tribunal shall give reasonable award in writing. The award of the arbitration tribunal shall be final and binding on the parties. Any disputes under this order shall be under jurisdiction of Sultanpur Courts only.

## B. SPECIALCONDITIONS

(The 'Special Conditions' given hereunder supersede the relevant terms and conditions given in 'General Terms and Condition').

### 1.0 QUALIFYING CRITERIA

The bidders should fulfill following qualifying criteria:

- 1.1 The bidder should have the experience of carrying out maintenance jobs as mentioned above in scope of work in a manufacturing industry.
- 1.2 Experience of having successfully completed similar above work during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following :-
- Three similar completed works costing not less than an amount equal to Rs. 10 Lakhs  
OR  
Two similar completed works costing not less than an amount equal to Rs. 13 Lakhs  
OR  
One similar completed work costing not less than an amount equal to Rs. 20 Lakhs
- 1.3 Annual financial turnover during the last 3 years, should be at least 7.5 Lakhs. Self attested Audited Balance Sheet and Profit & Loss statement as on 31st March for last three years ending on 31/03/2013 to be submitted
- 1.4 Valid Electrical Contractors License.
- 1.5 The bidder should meet all statutory requirement of Central/ State Govt. Like PF, ESI, PAN, Labour License, Service Tax Registration etc. as may be applicable. Self attested photocopy of the relevant documents to be submitted by the bidder in fulfillment of this criterion.
- 1.6 Self Certificate / Declaration that the bidder is not blacklisted / under hold / banned or delisted by any unit / region / office of BHEL on the date of tender. Self



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Declaration that he is not guilty by a Court of Law in India for any offence involving fraud, dishonesty and moral turpitude as per annexure-E.

Note: a) Above mentioned criteria should be met by the bidder himself and not by any associate bidder.

b) The bidder is required to submit documentary evidence in support of each of the above qualifying criteria.

## 2.0 SCOPE OF WORK

The nature of work shall comprise but not limited to the following Maintenance activities of CSU.

2.1 The job to be performed, category wise, are:

**2.1.1 EOT Crane and Battery operated trolley maintenance these includes following activities:**

- (a) Preparing preventive maintenance schedule of 7 EOT cranes and 3 battery operated trolleys as per instructions of Engineer-in-charge.
- (b) Preventive and corrective maintenance of 7 EOT cranes of 10Ton.
- (c) Maintenance of battery operated trolleys - battery charging on time, cleaning, tightening as per instructions.
- (d) Receiving breakdown slips and performing breakdown maintenance.
- (e) Identifying required spares for maintenance of cranes and battery operated trolleys and informing to Engineer-in-charge.
- (f) Maintaining of logbook consisting activities performed, preventive maintenance, breakdown maintenance, spares used and spares required.

**2.1.2 Support for CSU machine maintenance, this includes following activities:**

- (a) Upkeep of machines at CSU.
- (b) Carrying out preventive maintenance of all machines installed in CSU as per scheduled Preventive maintenance and as per Engineer-in-charge.
- (c) The preventive maintenance of machines inter-alia include checking of oil level, cleaning/replacement of oil/air filters, checking of bolt/coupling/parts tightness, replacement of consumable parts, checking & arresting oil/air leakage, greasing, topping up /replacement of oil, Checking of oil temperature/pressure, tightening of foundation bolts/ connection bolts/joints/couplings/indicating gauges, checking/ adjustment of belts/chains/bearings, checking/adjustment of clearances, checking electrical connections/circuit/switches/control relays, electrical testing including meggering of motors / pumps/ contactors, cleaning of electrical panels/control cabinets, checking of safety limits/ switches, checking of compressors, checking / cleaning of sensors etc., checking durability and tightness of fixed / rigid joints i.e. bed foundation, bed sections, pulleys, flywheels, sprockets, gears, friction discs etc.



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- (d) Breakdown maintenance of machines installed in CSU as per instruction by the Engineer-in-charge.
- (e) The breakdown maintenance of machines inter-alia include the works mentioned in preventive maintenance along with dismantling, cleaning, checking & repairing of parts, replacement of shaft/bushes/gears/worm wheels wedges etc. re-assembly, testing etc.
- (f) CSU machines includes: 500T Blanking Line, 2 nos. of Varnishing Line, Segmental Notching Machine, Die Grinding Machine, 200T manual press, 500T manual press, 1600T manual press, 2 Radial Notching Machines.
- (g) Maintaining of logbook consisting activities performed, preventive maintenance, breakdown maintenance, spares used and spares required.

#### **2.1.3 Miscellaneous activities and Maintenance of shop floor electrical equipments, these includes following activities, these includes following activities:**

- (a) Maintenance of Wall mounted fans & Pedestal Fans
- (b) Temporary electrical connections as per requirement on the shop floor.
- (c) Installation of switchboards, MCBs.
- (d) Cable laying inside the plant.
- (e) DB installation and Providing connection from MCC to DB
- (f) Minor fabrication including deployment of welding machine, welders, other tools and tackles as and when required.
- (g) Maintenance of shop floor overhead lights.
- (h) Routine maintenance of 3Ton ACE fork lift and 5Ton godrej Forklifts.
- (i) Maintenance of compressor and auxiliaries.
- (j) Carrying out routine, preventive & break down maintenance schedule of fork lifters, 02 nos.
- (k) Switching on/off overhead lamps.
- (l) Maintenance of earth pits.
- (m) Upkeep and manning of CSU maintenance store: this includes activities such as keeping record of items received and issued from CSU maintenance store, collecting items from CSU main store, transporting items to & fro from CSU maintenance store to required location. Upkeep of the equipment & spares in the store. Safety / security of equipments / materials. Touch-up Painting (where required).
- (n) Collection and delivery of maintenance items at stores/ premises of BHEL.
- (o) Development of fixtures and tools.
- (p) Minor construction works.
- (q) Material handling in shop and stores
- (r) Support services to service engineers of machine manufactures.
- (s) Maintaining of logbook consisting activities performed, preventive maintenance, breakdown maintenance, spares used and spares required.



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- (t) Cleaning, upkeep of equipments, electrical panels, cabinets at CSU shop floor.
  - (u) Maintenance of CSU office electrical equipments.
- 2.2 Deployment of adequate tools and tackles and calibrated measuring instruments.
- 2.3 Attending activities, maintaining records in ensuring statutory and regulatory requirements.
- 2.4 Co- ordination with other external agencies.
- 2.5 Any other work as instructed by the Engineer-in-charge.

### 2.6 DEPLOYMENT OF MANPOWER

- (a) Contractor shall deploy qualified, experienced manpower and clearly indicated in Annexure-D along with copy of authorization certificates prior to start of execution. Any change/ replacement during execution will be with the prior permission from the Engineer-in – Charge.
  - (b) Contractor shall make arrangement for accommodation of their staff at their own cost. BHEL will not provide accommodation to the staff.
  - (c) Contractor shall provide necessary personal protective equipments to the staff and ensure the proper use of the equipments. Contractor shall be responsible for safety of their staff.
  - (d) The requirement of manpower as per annexure-D is the minimum at any point of time. The actual deployment will vary as per plant requirement. The actual requirement will be communicated to the contractor by Engineer-in-charge from time to time.
  - (e) Any reduction or addition in man-hours shall be as per plant requirement
- 2.7 Qualification of the manpower and Weightage of each job against the whole contract:

S. N.	Job	Qualification Criteria	Weightage (Total 100%)
1	EOT Crane and Battery operated trolley maintenance	(1) ITI holder preferably electrician/fitter	20%
2	Support for CSU machine maintenance	(1) 8 <sup>th</sup> standard pass for unskilled(2) ITI holder Or 10 Years experience on maintenance for skilled person	50%
3	Miscellaneous activities and Maintenance of shop floor electrical equipments, these includes following activities	(1) 8 <sup>th</sup> standard pass for unskilled (2) ITI holder preferably electrician	30%

- 2.8 Conservation / maintenance / upkeep of the equipment in the store. Temporary lighting in stores and construction area wherever required. Safety / Security of equipments / materials.
- 2.9 Tools and tackles to carry out operation and maintenance activities to your staff.



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- 2.10 Miscellaneous activities
- (a) Watch and ward of Material / Equipment, handed over to the contractor for installation shall be done by the contractor till the installations are taken by BHEL.
  - (b) Any other activity necessary for completion of the job but not specifically mentioned in this specification.
  - (c) Shifting, storing, verification, preservation during storage and handing over of spare items/maintenance equipment to Customer/Owner.
  - (d) Reconciliation and shifting of all the balance excess material and scrap material to BHEL store or handover in customer store, as the case may be.
  - (e) Other miscellaneous work as per instruction of Engineer-in-charge.

### 3.0 GENERAL GUIDELINES FOR CONTRACTOR:

- 3.1 **OFFICIAL SECRET ACT:** The firm shall give an undertaking under the official secret Act for maintaining secrecy of the drawings, documents or other records connected with the work given to them. The firm shall return all the drawings/documents given to them.
- 3.2 **MODE OF COMMUNICATIONS:** Generally, all communications, references etc. shall be delivered through email, fax or given to the authorized supervisor. It will be undertaken that the firm has read and understood the message, within three days of the delivery, even if they have not received / not opened/ having technical problems on their side. Firm shall communicate their change of authorized supervisor, email address in advance
- 3.3 **SUPERVISION OF CONTRACTOR LABOUR:** The contractor should appoint at least one authorized supervisor for monitoring and controlling of their labor and other activities related to the contract. All issues regarding discipline shall be supervisor's responsibility. No extra supervision charges shall be paid.
- 3.4 It shall be the responsibility of the Contractor to arrange all tool and tackles machines and any other materials relating to maintenance.
- 3.5 Daily log book with BHEL's prescribed format should be maintained for each of the venue where work is to be carried out and should be certified by the authorized official deputed for this work.
- 3.6 Consumable required for operation and maintenance will be arranged by BHEL.
- 3.7 For all equipments, machines, tool and tackles contractor shall take approval by BHEL before use.
- 3.8 Required power plug points will be provided by BHEL for running the equipments.
- 3.9 The contractor shall be responsible for providing necessary staff in adequate number for satisfactory execution of work. The Contractor shall maintain the attendance register for all the shift staff.
- 3.10 All the workers should be provided with uniform & identity cards by the contractors. The contractor has to provide a distinct uniform different from BHEL employees. The Uniform shall be kept in neat, tidy & wearable condition. The helmet shall be integral part of uniform as safety items shoes etc.
- 3.11 Personal Protective Equipment including shoe, helmet, disposable clothing, insulated gloves etc. shall be worn during work with power supply equipments. Similarly protective glass shall be worn while working with welding machine. Safety belts shall be while maintenance activities on Crane.



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- 3.12 It will be the responsibility of contractor to maintain the high standards for work related to power supply equipments, maintenance activities.
- 3.13 The contractor shall take a certificate from the officer in-charge regarding performance each month for having finished cleanliness job satisfactorily and successfully.
- 3.14 In the event of unsatisfactory performance or noncompliance of any of the Terms and Conditions of the contract by the contractor, BHEL shall have right to terminate the contract.
- 3.15 The machines deployed as agreed under the contract shall be kept inside BHEL premises. Maintenance, repair and upkeep of machines shall be the responsibility of the contractor.
- 3.16 The contractor will be responsible for enforcing all safety regulations as applicable.
- 3.17 The bidders shall follow Safety measure for carrying work at heights, handling chemical cleaning agents as per Labor Laws.
- 3.18 BHEL shall provide free water and electricity at the work site.
- 3.19 The contractor shall be responsible for all acts and omissions of their staff and liabilities arising out of the acts and omissions of such staff shall be borne by the contractor, BHEL shall in no way be responsible for any such acts, omissions or any liabilities arising there from.
- 3.20 The Contractor shall arrange necessary Insurance cover/Personal Accident Policy as applicable for the O&M crew. If any accident/injury/loss/ occurs due to the operation of any equipments, to any other persons/public and the properties of BHEL/client/other agencies/third party, the contractor shall have to pay necessary compensation and other expense, so decided by the appropriate authorities/victims.
- 3.21 Only the authorized staff attached to the contracted work or representative nominated by the contractor shall be allowed entry inside the company's or any other premises during the period of contract.
- 3.22 The persons employed by the Contractor in respect of work will treated as the authorized representative(s) and shall also be held responsible along with the contractors, for any breach of the terms and conditions as provided in this contract.
- 3.23 If BHEL Engineer feels that the persons deployed on job are not having required skill to perform the job, the contractor will have to replace those persons by adequately trained staff.
- 3.24 Accident occurred during the course of company's work should be reports by the Contractors to BHEL immediately and certainly not later than 24 hours. This should be followed by a detailed report from the contractor.
- 3.25 The Contractor will have to indemnify BHEL against:
  - (a) All claims for injury or damage to any person or property caused by his negligence of his employees whilst in BHEL premises.
  - (b) Observance of Labor & Industrial Laws, including regular remittance to EPF and ESI.
  - (c) All claims by way of compensation and all other types of unforeseen claims, which may arise in the period of contract.
  - (d) The Contractor will accept liability for compensation in accordance with the



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provision of the Indian Worker's Compensation Act, 1948, amendments thereafter and or other law for the time being in force for personal injury caused to any workmen by accident arising out of and in the course of this contract.

(e) The Contractor will indemnify the company against all payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the said Acts to any workmen as aforesaid, and any cost incurred by the company in connection with any claim preferred by such workmen and or against all actions, claims and demand whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out or occasioned by the negligent, imperfect or improper performance of this contract by the Contractor, their workmen servants or agents.

(f) The Company shall not be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operation done by the bidder, such loss, damage or compensation shall be reimbursed by the Contractor to the company together with the costs incurred by the company on any legal proceedings pertaining there to.

The Contractor will be required to submit Indemnity Bond in favor of BHEL on Non Judicial Stamp paper of appropriate value.

- 3.26 **Termination:** This contract may be terminated at any time without paying any compensation whatsoever to the Contractor in case of misbehavior, disobedience, dishonesty, clandestine insolvency, any court order or any other related activities on their part or their failure to fulfill the terms and conditions of this agreement.
- 3.27 **Penalty:** If any of the job defined in table of clause 2.7 are not completed the amount as per weightage of the job defined in clause 2.7 will be deducted from the contractor bill. For late completion of work, BHEL standard LD clause shall be applicable which is 0.5% per week for unexecuted portion of work subject to maximum 10% of work order value. Cost of rejection, as appropriate shall be recovered from contractor as compensation for defective job done resulting in rejection even after performing necessary rework. The decision of GM- CSU & FP (or any official appointed by him) on the extent of penalty shall be final and binding on contractor.

#### LIST OF EQUIPMENTS FOR OPERATION AND MAINTENANCE (To be made available by the contractor)

S.N.	ITEM
01	All general purpose tools in sufficient quantities
02	Torque wrenches of different ranges in sufficient numbers
03	Tool kit for fitter
04	Tool kit for electrician
05	Allen key sets
06	Screw Driver Set
07	Nose Plier
08	Wire splicer
09	Cable lugging plier
10	Wire stripper
11	Test Lamp
12	Thermometer



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13	Tachometer
14	Spanner Set
15	Hand operated winches

List of minimum number of electrical equipments to be made available operative and maintained by the contractor as listed in the scope

S No.	Name of Equipment	Qty.(Nos.)
1	Multimeter	2
2	Clamp-meter	1
3	Megger (100 M.Om)	1
4	Welding Machine	1
5	Energy meter 3-phase	1
6	Power Factor meter	1
7	Cable extension board 1-Phase	1
8	Cable extension board 3-Phase	1
9	General Electrical Kit	1
Total		10

Note: All items after use shall be properly kept in the space made available by BHEL

#### 4.0 PRICE SCHEDULE AND TAXES:

- 4.1 Rate should be quoted strictly as per Price Schedule (see Section II)
- 4.2 The rate quoted by Bidder is inclusive of all duties, taxes, fees, octroi, and other levies material, labor etc. except Service Tax.
- 4.3 Service Tax will be reimbursed to the contractor on actual against documentary proof.
- 4.4 Income Tax shall be deducted at source (TDS) as per prevailing rules and TDS certificate shall be provided to contractor after close of financial year.
- 4.5 Prices shall remain firm and no variation what so ever shall be allowed. The bidder is required to take into consideration any fluctuation whatsoever in the prices of wages, material and other consumables after the submission of bid and during the period of contract before submission of bid.
- 4.6 Offer to be submitted without any deviation. Offer with deviation(s) are liable to be rejected. Any clarification required by bidder on tender conditions may be sought at least one week before the Last Date of Offer Submission.

#### 5.0 BILLS PAYMENT, ATTENDANCE AND PAYMENT OF WAGES

- 5.1 The contractor shall pay minimum wages as applicable of the Appropriate Government. In addition to minimum wage an additional wage shall be paid as following:

Sr. No.	Type of Labour	Additional wage to be paid
1	USW	123.08
2	SSW	142.31
3	SW	157.69

This additional amount will also attract all statutory deduction and payments.



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- 5.2 The contractor shall submit bills to the contracting department on 8th of each month.
- 5.3 The contractor's bills should be accompanied with the following.
1. Copy of Measurement Book entries / Statement of work done by the Contractor.
  2. Statement of Minimum Wages of labours deployed by him under the Service contract, PF/ESI no., statutory deductions etc., (Form XVII of Contract Labour (R&A) Rules)
  3. PF and ESI challans for previous month-separate for concerned Service contract. Print of online challan along with list of contributing contract workers for ESI duly certified by the contractor.
  4. Wage payment sheet for the bill period.
  5. Copy of Form-5 and Form-10 (PF monthly returns) submitted by contractor to RPFC for billing month.
  6. Copy of Form 12A-regarding PF remittance
  7. List of CL covered under accident insurance policy
  8. Statement of material supplied by the contractor if any
  9. Copy of Labour Licence if increase in no. of labours deployed against Work Order if applicable.
  10. Copy of Challan of previous service tax paid
- 5.4 The executing department shall pass the bills of the contractor, by 9th of each month, and after checking the documents as in Para 3.3 above forward them to Finance through HR department.
- 5.5 After checking the Labour Laws compliances with respect to the concerned service contract HR department and after retaining copies of PF and ESI Challans and wage payment sheet pertaining to current month, annexure I etc. will forward the bill alongwith requisite documents (the bill in original and service tax challan) to finance department. Finance department shall on satisfactory compliances of service tax and security deposit amount, make payment as per contract.
- 5.6 Finance department shall, on satisfactory compliance, and after deduction on account of Security deposit amount and TDS will make payment to the contractor within 10 days of submission of clean bill by the contractor.
- 5.7 The contractor shall issue pay slips to his workers, for the month deployed for undertaking activities under the Service contract, at least a day prior to disbursement of wages.
- 5.8 The contractor shall make payment to the his own labours / contract workers 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 workers shall not be subject to payment against the bills by BHEL.
- 5.9 The contractor shall remit the cheques favouring RPFC and ESI Office with the appropriate banks with such period as stipulated under relevant provisions. Last date for remittance of PF is 15th and that in case of ESI is 21st of each month.
- 5.10 The contractor shall make payment of wages to his workers on due date in presence of an authorized representative of contracting department/HR. The authorized representative shall retain a copy of wage payment sheet with him.



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- 5.11 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 Para 3.3 above, in respect of all workers deployed by him against the contract, for each month separately, alongwith final bills.

#### 6.0 REVERSE AUCTION

- 6.1 BHEL may go for Reverse Auction (on line bidding on Internet) instead of opening the submitted sealed price bid. The decision to go for Reverse Auction will be taken after techno-commercial evaluation. Information and general terms and conditions governing RA are given below.
- 6.2 For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- 6.3 BHEL will engage the services of a Service Provider who will provide all necessary training and assistance/ demonstration before commencement of on line bidding on internet.
- 6.4 BHEL will inform the Vendors in writing the details of Service Provider to enable them to contact for training/ demonstration.
- 6.5 Business rules like event date, time, start price, bid decrement, extensions etc. also will be communicated through Service Provider for compliance.
- 6.6 Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse Auction. Without this, the vendor will not be eligible to participate in the event.
- 6.7 BHEL will provide the calculation sheet which will help the Vendors to arrive at "Total Cost to BHEL" for each of the Vendors to enable them to fill-in the price and keep it ready for keying in during the Auction.
- 6.8 Reverse auction will be conducted on a scheduled date & time.
- 6.9 At the end of Reverse Auction event, the lowest bid value will be known on the network.
- 6.10 The lowest bidder has to fax the duly signed filled-in prescribed format as provided to BHEL through Service Provider within 24 hours of Auction without fail.
- 6.11 Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.

In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids already submitted and available with BHEL shall be opened as per BHEL's standard practice.

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**SECTION-II**

**BILL OF QUANTITY AND PRICE SCHEDULE**

NIT No.: BHEL/CSU/CSU-MAINTENANCE/14-15/1

Sub: Maintenance activities of CSU

S. N.	Item	Type Of Required Staff	No. of required staff	Rate per staff per day (Rs)	Total cost for a day (Rs)
1	EOT Crane and Battery operated trolley maintenance	Skilled	3		
2	Support for CSU machine maintenance	Skilled	2		
		Unskilled	3		
3	Miscellaneous activities and Maintenance of shop floor electrical equipments, these includes following activities	Skilled	2		
		Unskilled	1		
Total for a day (A) = (1+2+3)					
Total for a year ( assuming 310 working days per year ) (B) = 310*A					
Service Tax ( as per applicable rate on B) (C)					
<b>Grand Total (B+C)</b>					

Total amount in words: Rupees\_\_\_\_\_.

**Note:**

1. Rates to be quoted in figures and words by the Contractor. There should not be any corrections in price bid contradictory to the above the offer will be liable for rejection.
2. The rate quoted should be kept firm during the execution of contract and no extra payment will be reimbursed to the contractor by BHEL. No increase in rate of DA / Wages hike shall be reimbursed to the Contractor. Contract shall anticipate such hike and quote in the tender.
3. Rate quoted above shall be inclusive of minimum wages as per govt. rules, **additional wages as per BHEL rules**, statutory requirements like PF & ESI, Uniform, shoes, PPEs, leaves/holiday wages, bonus, machinery charges, Consumable cost, supervision charges and all other charges as per scope of work exclusive of service tax. Service tax, if applicable shall be paid extra at actual.



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**SECTION III**

**LIST OF ANNEXURES**

NITNo.: BHEL/CSU/CSU-MAINTENANCE/14-15/1

Following annexures are to be filled and submitted by the bidders as per terms and conditions mentioned in Section I :

Annexure A: Offer of the Contractor

Annexure B: Checklist & Schedule of General Particulars

Annexure C: Information about similar Jobs executed as mentioned in qualifying criteria

Annexure D: Man Power Deployment Plan

Annexure E: Declaration Sheet

Annexure F: Declaration Sheet

Annexure G: Proforma for Security Deposit Bank Guarantee

Annexure H: Proforma for Contract Agreement

Annexure I: Certificate of declaration confirming the knowledge of site condition

Annexure J: List of Consortium Banks



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**ANNEXURE A**

**Offer of the Contractor**

To,

Dy.Manager(CSU)  
BHEL Jagdishpur  
Sultanpur 227817

Dear Sir,

I/ We hereby offer to carry out the work detailed in the tender document (NIT No. BHEL/CSU/CSU-MAINTENANCE/14-15/1) issued by BHEL CSU Jagdishpur in accordance with the terms and conditions thereof.

I/We have carefully read the Terms and Conditions connected with the above work and agree to abide by the same.

Details of the EMD payment are furnished with the check list.

I/ We further agree to execute all the work referred to in the said documents upon the terms and conditions contained or referred to there in and as detailed in the appendices annexed there to.

Name & Signature of the bidder  
(Seal)

Place:

Date:



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**ANNEXURE B**

**Check List & Schedule of General Particulars**

1	Name & Address of the Bidder	
2	Fax/ Email address	
3	Contact no.	
4	Name & Designation of the official to whom all references shall be made	
5	Bidder's proposal no. & date	
6	Details of EMD	
7	Validity of Offer ( minimum 60 days from tender opening date)	Yes/ No
8	PAN No. Photocopy enclosed	Yes/No
9	PF Code No. Photocopy enclosed.	Yes/No
10	ESI Code No. Photocopy enclosed.	Yes/No
11	Service Tax Registration no. Photocopy enclosed	Yes/No
12	Labour License No. Photocopy enclosed (can be submitted within 1 month of award of contract)	Yes/No
13	Details of experience as per Annexure C	Yes/No
14	Man power deployment plan as per Annexure D	Yes/No
15	Copy of Power of Attorney (Attested by Notary)	Yes/No
16	Declaration Sheet as per Annexure E	Yes/No
17	Signed and stamped copy of all pages of tender document	Yes/No
19	Confirmation of participation in RA	Yes/No
20	Undertaking that the bidder does not have any criminal records pending against him.	Yes/No
21	Valid electrical contractor license	Yes/No
22	Signed documentary evidence in support of each of qualifying criteria	Yes/No

Name & Signature of the bidder  
(Seal)



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**ANNEXURE C**

**Details of similar Jobs executed as mentioned in qualifying criteria**

S.N.	Agency by whom awarded	Location of the project	Particulars of the work awarded	Contract Value(Rs.)	Completion date

Name & Signature of the bidder  
(Seal)

Note: Please enclose copy of work order and completion certificate.



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**ANNEXURE D**

**Man Power Deployment Plan**

**A. DAILY MANPOWER REQUIREMENT - TENTATIVE**

S. N.	Machine	Man Days in each shift								Total
		A		B		C		General/ Acts as reliever		
		Skilled	Unskilled	Skilled	Unskilled	Skilled	Unskilled	Skilled	Unskilled	
1	EOT Cranes operation and maintenance	1		1		1				3
2	Support for CSU machine maintenance	1	1	1	1		1			5
3	Miscellaneous activities on maintenance/ Maintenance of shop floor electrical equipments	1	1	1						3

Name & Signature of the bidder

(Seal)

**Note:**

- (1) Bidder to indicate manpower deployment plan in above format. The manpower deployment plan is a tentative plan and may vary as per plant requirement.
- (2) Total per day requirement is 7 skilled and 4 unskilled persons.
- (3) Redeployment in B&C shift will be according to the shop requirement from time to time.



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**ANNEXURE E**

**(Self Declaration format to be made on Contractor's' letter head)**

TO WHOM SO EVER IT MAY CONCERN

This is to certify that our firm is not blacklisted/under hold from BHEL Jagdishpur or banned by any unit/region/office of BHEL.

This is to certify that we / our firm is not guilty by a Court of Law in India for any offence involving fraud, dishonesty and moral turpitude

(Signature of Authorized Signatory)



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**ANNEXURE F**

**Declaration Sheet**

I / We hereby certify that, all the information and data furnished by me / us with regard to this Tender are true and complete to the best of my / our knowledge. I / We have gone through the specification, conditions and stipulations in detail and understand fully the scope of work and agree to comply with the requirement and intent of specification.

I/We, further certify that I/We am/are the duly authorized representative(s) of the under mentioned bidder and a valid power of attorney to this effect is also enclosed.

I/We, hereby declare that I/We shall treat the tender documents, drawings, specifications and other records connected with the work as secret / confidential and shall not communicate information / derived there from to any persons other than a person I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the same.

Bidder's Name & Address:

Name & Signature of the bidder  
(Seal)



# Bharat Heavy Electricals Limited

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### ANNEXURE G

#### PROFORMA FOR SECURITY DEPOSIT BANK GUARANTEE

This deed of Guarantee made this .....day of ..... two thousand and ..... by .....(Bank) herein after called the "The Guarantor" ( which expression shall unless repugnant to the context or meaning thereof be deemed to include it's successors and assigns ) in favour of M/s Bharat Heavy Electricals Limited ( A Govt. of India Undertaking) a company incorporated under the Companies Act, 1956, having it's registered office at BHEL House , Siri Fort, Asiad, New Delhi 110049 through it's unit at Jagdishpur, distt, Sultanpur ( UP) herein after called " The Company" ( which expression shall unless repugnant to the context or meaning thereof by deemed to include it's successors and assigns)

WHEREAS .....(herein after referred to as the Contractor)have entered into contract arising out of Letter of Intent no. .... dt.....( hereinafter referred to as "the contract") for the construction of ..... with the company.

AND WHEREAS the contract interalia provides that the contractor shall furnish to the company a sum of Rs.....( Rupees ..... ) towards security deposit for due and faithful performance of the contract in the form and manner specified therein .

AND WHEREAS the contractor has approached the Guarantor and in consideration of the arrangement arrived at between the Contractor and the Guarantor, the Guarantor has agreed to give the Guarantee as hereinafter mentioned in favour of the company.

The Guarantor do hereby guarantee to the company the due and faithful performance, observance or discharge of the Contract by the contractor and further unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of Rs.....( Rupees.....) against any claim by the company on them for any loss , damage, costs, charges and expenses caused to or suffered by the company by reasons of the contractor making any default in the performance, observance or discharge of the terms, conditions, stipulations or undertakings or any of them as contained in the contract.

The decision of the company whether any default has occurred or has been committed by the contractor in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the contract and/ or as to the extent of loss, damage, costs, charges and expenses caused to or suffered by the company by reason of the contractor making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the Guarantor irrespective of the fact whether the contractor admits or denies the default or questions the correctness of any demand made by the company in any Court, Tribunal or Arbitration proceedings or before any other Authority.

The company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the terms and conditions of the contract or extend time of performance by the contractor or to postpone for any time and from time to time any of the powers exercisable by it against the contractor and either enforce or forebear from enforcing any of the terms and conditions governing the contract or securities available to the company and the Guarantor shall not be released from it's liability under these



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presents by any exercise by the company of the liberty with reference to the matters aforesaid or

by reasons of time being given to the contractor or any other forbearance act or commission on the part of the company or any indulgence by the company to the contractor or any other matter or thing whatsoever which under the law relating to surities would, but for this provision have the effect of so releasing the Guarantor from it's liability under this guarantee.

The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the contract and it's claim satisfied or discharged and till the company certifies that the terms and conditions of the contract have been fully and properly carried out by the contractor accordingly discharges this Guarantee, subject however, that the company shall have no claim under this Guarantee after..... i.e, (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time, as the case may be ) unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.

The Guarantor undertakes not to revoke this Guarantee during the period it is in force except with the previous consent of the Company in writing and agrees that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the contractor or the Guarantor shall not discharge the Guarantor's liability hereunder.

It shall not be necessary for the company to proceed against the contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them notwithstanding any security which the company may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Guarantor hereunder be outstanding or unrealized.

Notwithstanding anything contained herein before, our liability under the Guarantee is restricted to Rs .....( Rupees.....). Our guarantee shall remain in force un till....., i.e, ( the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time ) unless a claim or demand under this guarantee is made against us on or before.....we shall be discharged from our liabilities under this Guarantee thereafter.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts having jurisdictions at Jagdishpur, Distt. Sultanpur (U.P.) only.

The Guarantor hereby declares that it has power to execute this guarantee and the executants have full powers to do so on behalf of the Guarantor.

IN WITNESS whereof the .....(Bank) has hereunto set and subscribed it's hand the day, month and year first, above written,

Signed for and on behalf of the Bank

(Signatory No,.....)



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WITNESSES

1 Name and Address

2 Name and Address

Notes:

- 1 The above BG shall be executed on the non judicial stamp papers of adequate value procured in the name of the bank in the state where the bank is located.
- 2 The above BG is required to be sent by the executing bank directly to BHEL at the address where tender is submitted/ accepted under seal cover.



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**ANNEXURE H**

**CONTRACT AGREEMENT FORMAT**

**Agreement No:** \_\_\_\_\_

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

**Name of Work** \_\_\_\_\_

The agreement made on \_\_\_\_\_ day of....., 2013 between M/S Bharat Heavy Electricals Limited, CSU, Jagdishpur , Distt Sultanpur (UP) having its registered office at BHEL House, Siri Fort, New Delhi110049 (hererin after called the company) the first party M/s \_\_\_\_\_ (hererinafter called the company) the 2nd party. Whereas through its tender enquiry no. \_\_\_\_\_ and opened on \_\_\_\_\_. The company had called for Maintenance activities of CSU and whereas the contractor has submitted his Quotation on dated \_\_\_\_\_ in pursuance of said tender notice. And whereas the company has decided to accept contractors tender mentioned above as per the offered rates and conditions specified in offer dated \_\_\_\_\_ subject to other terms and conditions specified in the tender enquiry/ proposed agreement and the company's contract hereto

And whereas the contractor has agreed to do Maintenance activities of CSU Jagdishpur specified above at the rates mentioned, subject to the conditions contained hereunder:

01This contract shall come into force with immediate effect and shall remain valid up to \_\_\_\_\_ .

02The contractor shall do Maintenance activities of CSU Jagdishpur as given in the tender document

Payment Contract value is Rs \_\_\_\_\_ inclusive of all taxes. The invoice should mention The ST registration no & PAN No. are to be submitted along with the bill. If contractor shall not complete his job within time specified by BHEL his security deposit will be forfeited. Penalty condition as per tender. Such penalty will be recovered from the bill Agreed Security Deposit Successful bidders will have to deposit Security Money as required within seven days after award of LOI or Contract, whichever is earlier. Security money will be in the form of Bank Guarantee from BHEL consortium bank on specified format, or will be in the form of DD in favour of BHEL payable at Jagdishpur. Security deposit will not carry any interest. It will be returned to the contractor, within 30 days, after successful completion of the Contract

The security deposit and any other amount occurring to the contract will be liable for forfeiture in the event of the contractor violating any of the conditions of the contractor and will be set against any claim or expenditure incurred by BHEL on account of acts of omission/negligence on the part of the contractor.

**Settlement of Disputes**-If at any time, any dispute or difference whatsoever shall arise between the company and the contractor, upon or in relation to or in connections with the contract the



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same shall be referred to the sole arbitration of the head of centralized stamping unit, Jagdishpur or such other persons as nominated by the head of the unit or the person so appointed by him, had to deal with the matter to which the agreement relates. The award of unit incharge of CSU, BHEL Jagdishpur or the arbitrator so appointed shall be final and binding on the company and the contractor. The arbitration proceedings shall be held at CSU, BHEL, Jagdishpur, Sultanpur (UP). Jurisdiction of Sultanpur (UP) district court shall apply. Once the contract is signed, the contractor shall not sublet or transfer the full contract or any part thereof which will tantamount to violation of the contract. The contractor shall be responsible for all acts of their staff and sub agents and liabilities arising there from.

**Indemnity-**The contractor shall indemnify the company against all losses, claims etc. arising out of any of his servants or agents.

In witness where the parties there to have here under signed the agreement.

Witness  
1Name  
Address

2Name  
Address

Witness  
1Name  
Address

Signature of the contractor

Name  
Designation

For and on behalf of

Bharat Heavy Electricals Ltd.  
CSU, Jagdishpur, Sultanpur



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**ANNEXURE I**

**CERTIFICATE OF DECLARATION CONFIRMING THE KNOWLEDGE OF SITE CONDITION**

We.....  
here by declare and confirm that we have visited the project site under the subject  
namely,.....and acquired  
full knowledge and information about the site conditions, wage structure, industrial climate and  
total work involved . We further confirm that the above information is true and correct and we will  
not raise any claim of any nature due to lack of knowledge of site condition.

Bidder's Name & Address:

Name & Signature of the bidder  
(Seal)



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**ANNEXURE J**

**LIST OF CONSORTIUM BANKS**

The Bank Guarantees are to be established through any of the consortium Bank listed with BHEL as below :

<b>List of Consortium Bank</b>			
	<b>Nationalised Bank</b>		<b>Nationalised Bank</b>
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank		<b>Public Sector Banks</b>
3	Bank of Baroda	20	IDBI
4	Canara Bank		<b>Foreign bank</b>
5	Corporation bank	21	CITI Bank N.A
6	Central bank	22	Deutsche Bank AG
7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Limited
8	Indian Oversea Bank	24	Standard Chartered Bank
9	Oriental bank of Commerce	25	The Royal Bank of Scotland N.V.
10	Punjab National Bank	26	J P Morgan
11	Punjab & Sindh Bank		<b>Private bank</b>
12	State Bank of India	27	Axis Bank
13	State Bank of Hyderabad	28	The Federal Bank Limited
14	Syndicate Bank	29	HDFC
15	State Bank of Travancore	30	Kotak Mahindra Bank
16	UCO Bank	31	ICICI
17	Union Bank of India	32	Indusind Bank
18	United Bank of India	33	Yes Bank