



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

**NOTICE INVITING TENDER**

Date: 27/04/2013

**NIT No.:** BHEL/CSU/13-14/SCRAP/01

Centralized Stamping Unit (CSU) BHEL, Jagdishpur invites sealed bid in Two Part bid system (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 documents:

<b>Title of Work</b>	<b>“Scrap Removal from CSU plant to scrap yard”</b>
<b>Contract Period</b>	12 Months
<b>Earnest Money</b>	Rs.1,00,000 / - (Rupees One Lakh only)
<b>Tender cost</b>	NIL
<b>Due date &amp; time of bid submission</b>	Till 20/05/2013, 14:30 Hrs
<b>Due date &amp; time of bid opening</b>	20/05/2013, 15:00 Hrs
<b>Venue for submission &amp; opening of tender</b>	Tender Box, FP Administrative Building (Ground Floor) BHEL, CSU & FP, I.A., Jagdishpur, Sultanpur- 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: General Terms & Conditions (16 pages)

Section II: Special Conditions (5 pages)

Section III: Price Schedule (1 pages)

**For Bharat Heavy Electricals Limited**

Ph:05361-271373; Fax:05361-270057

Email: shobhit@bhelcsufp.in



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

**SECTION I**

**GENERAL TERMS AND CONDITIONS**

1.0 Sealed bid is invited in **Two Parts** 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:

- a) Earnest Money (EMD) in the prescribed form as mentioned in this section
- b) All tender documents, each page signed and stamped with all annexure duly filled in legible writing.
- c) Signed documentary evidence in support of each of qualifying criteria as mentioned in Section II: Special Conditions.
- d) An attested copy of the Power of Attorney, in case an individual other than the sole proprietor signs the tender.
- e) Copy of Service Tax Registration no.
- f) Copy of PAN card.
- g) Copy of Provident Fund (PF) Number issued by RPF
- h) Copy of ESI Registration Number
- i) Copy of Labour License Number issued by Labour Commissioner if available or to be submitted within 30 days 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. NIT No. & Title of Work
2. Bid Opening date & time
3. Address / Venue of Bid Submission
4. Bidder's Name & Address

2.0 All papers/documents should be ink signed and 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.



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- 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, Amethi-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 conditions. 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 Only bidder who is fulfilling qualifying criteria, if asked in this tender, are expected to quote for this work. Offer from bidder who does not fulfilling qualifying criteria is not likely to be considered.
- 13.0 Validity of Offer: The offer should be valid for at least 60 days from the date of tender opening. 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.
- 14.0 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.
- 15.0 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.
- 16.0 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.
- 17.0 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.
- 18.0 All safety & security rules, regulations and practices prevalent in the BHEL should be strictly followed by the contractor and their laborers.
- 19.0 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, factories act. & contract labor act etc, of the contractor.
- 20.0 The contractor should make necessary arrangement of welfare and health of contract labor at his own cost.
- 21.0 The contractor shall be responsible 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.
- 22.0 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.
- 23.0 The contractor shall indemnify against any actions, awards, proceedings, claims and demands that may be made against it due to any act negligence, default, etc, made by



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- the contractor or his workers during the contract period.
- 24.0 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.
- 25.0 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.
- 26.0 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
- 27.0 There will be no sub-contracting of the work contract.
- 28.0 **Evaluation of Offers:**
- 28.1 Part-I Technical cum commercial Bid shall be opened first.
- 28.2 Part-II Price bid shall be opened only of Technical cum commercial qualified bidder.
- 28.3 BHEL may decide to conduct Reverse Auction (Annexure D) instead of paper price bid opening with all the Technical cum commercial qualified bidder.
- 28.4 The bidder shall submit complete price of the package.
- 28.5 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.
- 28.6 Based on evaluation of the bids, the successful bidder shall be awarded the contract for the complete package.
- 28.7 The work is indivisible and total work in full shall be ordered on a single party.
- 28.8 The BHEL reserves its right to negotiate with the Bidder and/ or go for reverse auction
- 29.0 **Letter of Intent (LOI)**
- 29.1 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.
- 29.2 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).
- 29.3 The Letter of Intent/ Work Order shall be issued in the name of Bidder only.
- 30.0 **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.
- 31.0 **Contract Period:** Contract Period shall be One Year from the date of LOI.
- 32.0 **Contract Agreement:** The successful bidder has to sign and submit a contract agreement as per enclosed Performa (Annexure-E) on a non-judicial stamp paper of Rs.100/- at his own cost.
- 33.0 **Deviation Limits:** The estimated quantities as shown in the tender documents are only indicative in nature. The actual quantity may vary depending upon actual working conditions.
- 34.0 **SECURITIES**
- 34.1 **Earnest Money:**



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- A. Offer should be accompanied with Earnest Money of **Rs.1,00,000/-** through E-payment or in the form of Demand Draft.  
E-payment shall be made in Bank Account No.: 30500630600 of SBI, IGFC branch, I A Jagdishpur. MICR No. 227002003, IFSC No. SBIN0009072. Submission receipt shall be submitted along with part-I bid.  
DD shall be drawn in favour of "Bharat Heavy Electricals Limited" payable at IA Jagdishpur.  
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 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 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.

#### 34.2 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 within 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, IGFCCL Branch (Branch code 9072), I.A. Jagdishpur.

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 G.

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



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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 within 30 days after deducting all costs, expenses, any recovery 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.

- 35.0 The bidder should give a certificate of declaration confirming the knowledge of site condition as per Annexure H
- 36.0 The bidder should not have any criminal records pending against him and have to give an undertaking accordingly.
- 37.0 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.
- 38.0 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.
- 39.0 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.



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**LIST OF ANNEXURES**

Annexure A: Offer of the Contractor

Annexure B: Checklist & Schedule of General Particulars

Annexure C: Declaration Sheet

Annexure D: Reverse Auction

Annexure E: Proforma for Contract Agreement

Annexure F: Proforma for Security Deposit Bank Guarantee

Annexure G: List of Consortium Banks

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



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**ANNEXURE A**

**Offer of the Contractor**

To,

M/s BHEL CSU & FP

IA Jagdishpur

PIN 227817

Dear Sir,

I/ We hereby offer to carry out the work detailed in the tender document (NIT No. ....) issued by BHEL 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	Details of EMD	
5	Annexure A	Yes/No
7	Annexure C	Yes/No
8	Annexure H	Yes/No
10	Signed and stamped copy of all pages of tender document	Yes/No
11	Signed documentary evidence in support of each of qualifying criteria	Yes/No
12	PAN No. Photocopy enclosed	Yes/No
13	PF Code No. Photocopy enclosed.	Yes/No
14	ESI Code No. Photocopy enclosed.	Yes/No
15	Service Tax Registration no. Photocopy enclosed	Yes/No
16	Labour License No. Photocopy enclosed (can be submitted within 1 month of award of contract)	Yes/No
17	Copy of Power of Attorney (Attested by Notary)	Yes/No
18	Validity of Offer ( minimum 60 days from tender opening date)	Yes/No
19	Confirmation of participation in Reverse Auction (RA)	Yes/No
20	Undertaking that the bidder does not have any criminal records pending against him.	Yes/No

**Name & Signature of the bidder**  
**(Seal)**



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**ANNEXURE C**

**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)



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**ANNEXURE - D**

**REVERSE AUCTION (RA)**

- 1.1. 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.
- 1.2. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- 1.3. 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.
- 1.4. BHEL will inform the Vendors in writing the details of Service Provider to enable them to contact for training/ demonstration.
- 1.5. Business rules like event date, time, start price, bid decrement, extensions etc. also will be communicated through Service Provider for compliance.
- 1.6. 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.
- 1.7. 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.
- 1.8. Reverse auction will be conducted on a scheduled date & time.
- 1.9. At the end of Reverse Auction event, the lowest bid value will be known on the network.
- 1.10. 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.
- 1.11. 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.
- 1.12. 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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**ANNEXURE E**

**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 Amethi (UP) having its registered office at BHEL House, Siri Fort, New Delhi-110049 (hererin after called the BHEL) the first party M/s .....(hererinafter called the contractor) the 2nd party. Whereas through its Tender Enquiry no./ NIT No. .... and opened on ..... The company had called for Maintenance of machines and equipments, tooling, forklift operation and miscellaneous jobs at BHEL 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 work at BHEL as specified in above referred tender at the rates quoted, subject to the conditions contained hereunder:

- 01) This contract shall come into force with immediate effect and shall remain valid up to .....
- 02) The contractor shall do ..... BHEL as given in the tender document.

Payment Contract value is Rs ..... inclusive of all taxes except service tax which shall be payable at actual. 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 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.



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**Settlement of Disputes**-If at any time, any dispute or difference whatsoever shall arise between the BHEL and the contractor, upon or in relation to or in connections with the contract the 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 BHEL or the arbitrator so appointed shall be final and binding on the BHEL and the contractor. The arbitration proceedings shall be held at BHEL. 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 there of 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 BHEL 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, Amethi



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**ANNEXURE F**

**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 Delhi110049 through it's unit at Jagdishpur, distt, Amethi ( 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 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.



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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.

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

Signed for and on behalf of the Bank

(Signatory No,.....)

**WITNESSES**

1 Name and Address

2 Name and Address

**Notes:**

a) 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.

b) 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 G**

**LIST OF CONSORTIUM BANKS**

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

- 1 State Bank Of India
- 2 ABN AMRO BANK N.V.
- 3 Bank Of Baroda
- 4 Canara Bank.
- 5 CITI Bank N A
- 6 Deutsche Bank AG
- 7 HDFC Bank
- 8 ICICI Bank Ltd.
- 9 IDBI Ltd.
- 10 Punjab National Bank
- 11 Standard Chartered Bank
- 12 The Hongkong and Shanghai Banking Corporation Limited / HSBC.
- 13 State Bank of Hyderabad New Delhi



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**ANNEXURE H**

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

We M/s.....  
here by declare and confirm that we have visited the 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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**SECTION II**

**SPECIAL CONDITIONS**

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

**1. SCOPE OF WORK**

- 1.1 Collection, loading, weighing, transportation, unloading of scraps of Steel, Paper, Plastic, Wood, Polythene and other miscellaneous types of scraps generated in shop to scrap yard or identified place.
- 1.2 The different types of scraps shall be collected and weighed separately, transported and disposed separately at scrap yard or identified place.
- 1.3 The estimated quantities as shown in the tender documents are only indicative in nature. The actual quantity may vary depending upon actual operation.
- 1.4 The scrap yard will be inside BHEL plant premises within 500 meters.
- 1.5 Safe transportation of scrap removed from plant to the scrap yard will be sole responsibility of the contractor.
- 1.6 All facilities, vehicles, trolleys, tools & tackles, material handling equipments etc for scrap collection, handling and transportation shall be in scope of the contractor.
- 1.7 The scrap collected shall be taken to weighbridge in the plant premises, get measured and certified by BHEL's authorized persons before its unloading to scrap yard or identified place.
- 1.8 The nature of work requires un-skilled laborers on regular basis from machines and shop floor to keep the machines running without interruption.. In case of any clarification or explanation is required in understanding the work requirement it should be sought from the concerned shop incharge.
- 1.9 As per estimate at least 28 labour are required to work effectively under this contract. Therefore the contractor shall be responsible for providing necessary manpower for satisfactory execution of work. The Contractor shall maintain the attendance register for all the shifts.
- 1.10 The successful contractor or his representative shall have to maintain day to day contact with authorized BHEL officials, report on every working day at 8:00 AM for undertaking and supervision of the work. He has to deploy sufficient workers in all three shifts or as per work requirement.
- 1.11 In case planned monthly production is not met due to the reason of non-removal of scrap by the works contractor and the performance of the contractor is not found to be satisfactory BHEL reserves the right to cancel the order and the security deposit submitted will be forfeited.
- 1.12 No idle labour charges will be admissible in the event of any stoppage of work resulting in the contractor's workmen being rendered idle due to any reason at any time.
- 1.13 **Penalty:** It must be ensured that the machine must not be stopped for scrap removal and that the machine should not suffer any stoppages for the reason of non-removal of scrap. If any machine is found stopped due reasons attributable to contractor a penalty shall be applicable as follows:-
  - a) For Blanking Line: @ Rs. 1000 per hour & maximum Rs 8000 per day.
  - b) For other machines: @ Rs. 250 per hour & maximum Rs 2000 per day.



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## 2. QUALIFYING CRITERIA

The bidder should fulfill following qualifying criteria and submit the same as per Annexure 1:

2.1 Experience of having successfully completed similar work (*similar work means engagement of unskilled manpower for execution of works*) 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. 15 Lakhs

OR

Two similar completed works costing not less than an amount equal to Rs. 18 Lakhs

OR

One similar completed work costing not less than an amount equal to Rs. 29 Lakhs.

2.2 Average Annual financial turnover during the last 3 years, ending 31<sup>st</sup> March of the previous financial year, should be at least 11 Lakhs. Self attested Audited Balance Sheet and Profit & Loss statement as on 31st March for last three years ending on 31/03/2012 to be submitted.

2.3 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.

**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.

## 3. GUIDELINES FOR CONTRACTOR

3.1. The contractor shall pay his workers the minimum wages as applicable by the Government. In addition this minimum wage an additional wage shall also to be paid as following:

Sl. No.	Type of Labour	Additional wage to be paid (Rs. per day)
1	Un-Skilled Labour	76.92

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

3.2. 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.

3.3. The contractor shall be responsible for the good conduct of his employees.

3.4. The contractor shall provide following Personal Protection Equipments (PPEs) and other consumables to their Laborers working in Plant under this contract:

1. Helmet



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2. Gloves (*as suitable for work*)
  3. Dangri
  4. Uniform
  5. Safety Shoes/ gum boot (*as suitable for work*)
  6. Safety glasses
  7. Soap & cleaning cloths
  8. Other PPEs as per work requirements.
- 3.4. The contractor will be responsible for enforcing all safety regulations as applicable.
- 3.5. 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.
- 3.6. The Contractor shall arrange necessary Insurance cover/Personal Accident Policy as applicable for their staff. 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.
- 3.7. 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.
- 3.8. 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.
- 3.9. If BHEL Executive 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.
- 3.10. 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.
- 3.11. 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 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



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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 a Non Judicial Stamp paper of appropriate value.

- 3.12. **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 contract or agreement.
- 3.13. **Extension:** The contract may be extended as per BHEL's policy on mutual agreement of BHEL and the contractor.

#### 4. PRICE SCHEDULE AND TAXES:

- 4.1 Rate should be quoted strictly as per prescribed Price Schedule (See Section III: Price Schedule)
- 4.2 The rate quoted by bidder is inclusive of all duties, taxes, fees, octroi, and other levies material, labor etc. except Service Tax which shall Service Tax will be reimbursed to the contractor on actual against documentary proof.
- 4.3 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.

#### 5. TERMS OF PAYMENT:

- 5.1 Payment terms will be as following:-
- Payment will be done on monthly basis on submission of bill by contractor on the basis of actual scrap removed from plant as certified by authorized BHEL Executive duly making deductions, if any.
  - Payment will be done according to the rates in Work Order issued to the contractor.
  - Service tax will be paid extra at actual as per prevailing rules.
  - Income Tax at the prevailing rate on gross value of work done and applicable surcharge and education cess shall be deducted from the running bills as per relevant rules unless exempted by the Income Tax Authorities.



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**ANNEXURE 1**

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

Sl. No.	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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**SECTION III**

NIT No.: BHEL/CSU/13-14/SCRAP/01 dtd 27.04.2013

**PRICE BID**

ITEM	DESCRIPTION/ NATURE OF WORK	ESTIMATED QTY	RATE QUOTED (in Rs./MT)	TOTAL AMOUNT (in Rs)
		A	B	C=A x B
1	Scrap Removal from CSU plant to scrap yard (as per scope of work and terms & conditions of the tender)	3000 MT		

*Column B & C to be filled by bidder*

**Total Amount (in words):** \_\_\_\_\_

**Important:**

1. Bidder shall pay additional daily wage of Rs. 76.92/- for unskilled manpower over and above the minimum wages (as specified by Govt). The revision in minimum wage rates during contract period should be absorbed by the contractor.
2. Rate should be quoted inclusive of all taxes & levies etc., except service tax, which shall be paid extra as applicable.
3. Price bid will be opened only of those bidders who qualifies the techno-commercial requirements.
4. L-1 bidder shall be decided on the basis of Total Cost to BHEL.

**(Signature and Seal of bidder)**