



Bharat Heavy Electricals Limited
Centralized Stamping Unit, Jagdishpur

NOTICE INVITING TENDER

Date: 17/11/2012

TE No.: BHEL/CSU/12-13/LOADING-UNLOADING/01

Centralized Stamping Unit (CSU) BHEL, Jagdishpur invites sealed bid in two part (**Part-I: Techno-Commercial Bid; Part-II: Price Bid**) for following work:-

Name of Work	Loading and Unloading of Packed wooden boxes and Steel rolls or sheets on Trucks/ trailers and stacking them at designated places
Contract Period	One Year
Earnest Money	NIL
Tender cost	NIL
Due date & time of bid submission	08/12/2012
Due date & time of bid opening	08/12/2012 at 3.00PM
Venue for submission & opening of tender	Tender Box, Ground Floor, Administrative Building BHEL, CSU Jagdishpur – 227817

Enclosures (Tender Documents):-

Section-I: Terms & Conditions

Section-II: Price Bid

Section-III: List of Annexure

For & behalf of BHEL

(Shobhit Maurya)
Engineer (Plg.)/CSU

BHEL, Jagdishpur-227817
Ph:05361-271373; Fax: 05361-270057



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SECTION-I
TERMS AND CONDITIONS

NIT No. BHEL/CSU/12-13/LOADING-UNLOADING/01

A. GENERAL TERMS AND CONDITIONS

Name of work:- Loading and Unloading of Packed wooden boxes and Steel rolls or sheets on Trucks/ trailers and stacking them at designated places.

- 1.0 The 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:
- 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, if applicable
 - 1.1.4 This bid documents, each page signed and stamped with all tables/Declaration forms/ information sheet 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 , if applicable
- 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



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3 Address/ Venue of Bid Submission

4 Bidder's Name & Address

- 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) 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, Distt. CSM Nagar (Formerly Sultanpur) – 227817*
- 7.0 Tenders can be submitted personally /courier/post. The tenders received after the due date and time of submission will not be accepted.
- 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.



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- 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 labors.
- 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, 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 or group insurance etc as and when demanded by the BHEL Authorities.
- 24.0 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 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 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 Reporting about the status of the job on a day-to-day basis shall have to be ensured by Contractor personnel to BHEL officers.
- 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 **Evaluation of Offers :**
- 29.1 Technical cum commercial Bid shall be opened first.
- 29.2 Price bid shall be opened only of Technical cum commercial qualified bidder.
- 29.3 The bidder shall submit complete price of the package.
- 29.4 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 L-1.
- 29.5 Based on evaluation of the bids, the successful bidder shall be awarded the contract for the complete package.
- 29.6 The work is indivisible and total work in full shall be ordered on a single party.



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29.7 BHEL reserves its right to negotiate with the Bidder and/ or go for reverse auction as per Annexure-G

29.8 No condition or deviations are allowed in bid.

30.0 Letter of Intent (LOI)

30.1. 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.

30.2. Detailed Work Order will be issued by the BHEL normally within one week from the date of award of work (Letter of Intent).

30.3 The Letter of Intent/ Work Order shall be issued in the name of Bidder only.

31.0 **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.

32.0 **Contract Period:** Contract Period shall be One Year from the date of LOI/WO.

33.0 **Contract Agreement:** The successful bidder has to sign and submit a contract agreement as per enclosed Performa (Annexure-F) on a non-judicial stamp paper of Rs.100/- at his own cost.

34.0 **Prices:** Prices quoted by the bidder shall be fixed and not subject to any variation whatsoever during the period of Bid validity and execution of the Work Order. A Bid submitted with an adjustable price will be treated as non-responsive and rejected. Prices shall be written in words and figures. If there is a discrepancy between words and figures, the amount given in words shall prevail.

35.0 SECURITIES

35.1 Earnest Money:

- A. Every tender must be accompanied by the prescribed amount (as given in NIT) of Earnest Money Deposit (EMD) in full, in the form of Account Payee Demand Draft issued by a Scheduled Bank in favor of "Bharat Heavy Electricals Limited" payable at SBI, IGFCCL Jagdishpur. Tenders received without Earnest Money in full or not in manner prescribed above will not be considered.
- 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:
 - a) After opening of tender revokes/ withdraws his tender within the validity period or revises/ alters his earlier quoted rates/ conditions.
 - b) Fails to communicate unqualified acceptance of Letter of Intent within one week from the date of issue of letter of intent.
 - c) Fails to submit 50% of the total security deposit before start of work.
 - d) Fails to submit the work as may be indicated in the Letter of Intent.

35.2 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/ work order for satisfactory completion of work.
- B. The total amount of Security Deposit shall be as follows:



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- a) In the of work costing upto Rs.10 Lakh: 10% of contract value.
- b) Above Rs.10 lakhs upto Rs. 50 Lakhs: 1 Lakh + 7.5% of the amount exceeding Rs. 10 Lakhs.
- c) Above Rs.50 lakhs: Rs.4 Lakhs+5% of the amount exceeding Rs.50 Lakhs.

The security deposit calculated as above shall be 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, IGFCJ Jagdishpur.

OR

50% of Security Deposit in the form of Bank Guarantee in the prescribed Performa as per Annexure-E. 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.

1. 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.
2. 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.
3. 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.

- 36 **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.
- 37 **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.
- 38 **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 &



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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 Courts only.

B. SPECIAL CONDITIONS

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

1.0 QUALIFYING CRITERIA- The bidders should fulfil following qualifying criteria:

i) Qualifying Requirements: The bidder should have experience of successfully completed or being executing the loading and unloading work costing not less than 50,000/- during last three years.

ii. The bidder should meet all the following statutory requirements:-

(a) Copy of ESI certificate,

(b) Copy of Provident Fund Number issued by RPFC

(b) I/Tax PAN no.,

(c) Labour License, if applicable (after award of work).

(The bidding firms shall submit the work order copies to prove the desired experience.

Only the firms meeting the above requirements shall be qualified technically for further processing of tender).

2.0 SCOPE OF WORK AND SPECIAL CONDITIONS

Name of work :- Loading and Unloading of Packed wooden boxes and Steel rolls or sheets on Trucks/ trailers and stacking them at designated places using EOT cranes/ fork lifters.

1. Description/ Scope of work: The contractor shall be responsible for the following work:- The contract shall cover loading/ unloading of wooden packing boxes (0.5 MT to 2.0 MT) and steel rolls (1.5 MT to 6.0 MT) from/ on vehicles (trucks/ trailers) and do stacking in designated places EOT cranes/ fork lifters.

Quantity of total 8500 nos. is tentative and it may vary on actual receipt/ dispatch. In case any other work is required to be done for shifting/ unloading/ stacking of wooden packing boxes, steels rolls/ sheets and other items the same shall have to be done by the contractor without demanding any extra charges.

Rates are to be quoted on per nos. basis. Work will be measured in per no. basis, duly stacked at designated places.



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BHEL reserves the right to vary the quantum of work, and the contractor will be bound to execute the same accordingly, at his quoted rate.

The work for a specified quantity is to be completed within 1 day from the date of intimation. In case of any delay or failure in carrying out work entrusted the department will be free to get executed the work through alternate sources at risk and cost of the contractor for which no claim shall be entertained.

Co-ordination with concerned in-charge has to be done by the contractor. For this, deployment of adequate number of supervisors & workers shall be required.

1. The tenderer shall quote his rate considering cost of all materials/ PPE, labour required, tools & tackles and incidentals complete for carrying out the contracted work.
2. Two labours are required to carry out the work (one skilled for crane operation and one unskilled for slinging work).
3. On receipt of vehicle at plant, the contractor shall be intimated to load/ unload as required. The contractor shall be given short notice to start the work.
- 4.
5. For reducing demurrage/ detention, vehicles are required to be loaded/ unloaded at the earliest.
6. The contractor shall have close liaison with the concerned area in charge for all requirements, instructions, priorities and guidelines.
7. The contractor shall maintain a record of work executed to be submitted to the concerned area in charge for the purpose of measurement / billing.
8. Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, experience etc.
9. Contractor shall take full responsibility for the work force deployed by him.
10. Contractor will keep watch on his employees and he will be liable for any pilferage/ loss/ accident occurred due to acts of any omission by him or his employees.
11. BHEL may terminate the contract at any time if the performance of the contract in execution of awarded work is found un-satisfactory.

Other conditions:

3.1 The contractor shall be responsible for all acts and omissions of their staff and liabilities arising out of the acts and omissions of such act shall be borne by the contractor. BHEL shall not be responsible for any such acts, omissions or any liabilities arising there from.

3.2 Accident occurred during the course of company's work should be reported by the Contractors to BHEL immediately and certainly not later, than 24 hours. This should be followed by a detailed report from the Contractor.

3.3 The bidders offer may be rejected based on unsatisfactory past performance in any of the contracts of BHEL CSU Jagdishpur or any of its units. Further, in case of false information given



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by the bidder, as found at any stage of the contract, the bidder shall be de-barred and its EMD/ Security deposit shall be forfeited.

Safety & Occupational Health:

The contractor has to assume full responsibility of the safety of the man & material involved. The contractor is required to maintain first aid box at the work place.

5.0 PRICE SCHEDULE AND TAXES:

- 5.1 Rate should be quoted strictly as per Price Schedule (see Section-II)
- 5.2 The rate quoted by Bidder is inclusive of all duties, taxes, fees, octroi, and other levies material, labor etc. **except Service Tax.**
- 5.3 Service Tax will be reimbursed to the contractor on actual against documentary proof.
- 5.4 Income Tax shall be deducted at source (TDS) as per prevailing rules and copy of TDS shall be provided to contractor after its deduction.
- 5.5 **Prices shall remain firm and no variation whatsoever 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.
- 5.6 **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.

6. TERMS OF PAYMENT:

- a) The payment will be made on a monthly basis as in the scope of work duly making deductions if any.
- b) Each bill must be enclosed with work/ activity completion report duly signed by contractor & and BHEL representative.



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SECTION-II

PRICE BID

NIT No. BHEL/CSU/12-13/LOADING-UNLOADING/01

Name of work:- Loading and Unloading of Packed wooden boxes and Steel rolls or sheets on Trucks/ trailers and stacking them at designated places.

PRICE SCHEDULE

Sl. No.	Description	Qty (Nos.)	Rate in Rs. per piece	Amount (Rs.)
1	Loading and Unloading of Packed wooden boxes on/ from Trucks/ trailers and stacking them at designated places AND Loading and Unloading of Steel rolls or sheets on/ from Trucks/ trailers and stacking them at designated places.	8500		
TOTAL		8500		

Amount in words Rs.:.....

NOTE:

- Charges shall include all charges but excluding Service tax. Service tax, if applicable, shall be paid extra, over the quoted rate, as per the Govt. norms.
- The quoted rate shall remain firm. No variation/ escalation what so ever during the contract period shall be allowed.

(Seal & Signature of Bidders)

Note: Rate should be quoted inclusive of all taxes & levies etc., except service tax, which shall be paid extra as applicable.



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SECTION-III

LIST OF ANNEXURES

NIT No. BHEL/CSU/12-13/LOADING-UNLOADING/01

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: Check list & Schedule of General Particulars

Annexure-C: Information about similar Jobs executed in past Three Years

Annexure-D: Declaration Sheet

Annexure-E: Proforma for Security Deposit Bank Guarantee

Annexure-F: Proforma for Contract Agreement

Annexure-G: Reverse Auction



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(to be printed on contractor's letter head)

ANNEXURE-A

Offer of the Contractor

To,
BHEL Jagdishpur
CSM Nagar-227817

Dear Sir,

I/ We hereby offer to carry out the work detailed in the tender document BHEL/CSU/12-13/LOADING-UNLOADING/01 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	Details of EMD	
5	Validity of Offer (60 days from tender opening date)	Yes/ No
6	PAN No. Photocopy enclosed	Yes/No
7	PF Code No. Photocopy enclosed.	Yes/No
8	ESI Code No. Photocopy enclosed.	Yes/No
9	Service Tax Registration no. Photocopy enclosed	Yes/No
10	Labour License No. Photocopy enclosed	Yes/No
11	Details of experience as per Annexure-C	Yes/No
12	Copy of Power of Attorney	Yes/No
13	Declaration Sheet as per Annexure-D	Yes/No
14	Signed and stamped copy of all pages of this tender document	Yes/No
15	Signed documentary evidences in support of each of qualifying criteria as mentioned in this tender	Yes/No

Name & Signature of the bidder

(Seal)



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ANNEXURE-C

Details of Qualifying Requirements in Past Three Years

(Please refer "Special Conditions" for Qualifying Requirements)

Sl. No.	Agency by whom awarded	Location of the project	Particulars of the awarded work	Qty	Completion date	Contract Value (Rs.)
TOTAL						

Name & Signature of the bidder
(Seal)

Note: Please enclose copy of work orders and work completion certificates.



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ANNEXURE-D

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 agree to comply with the requirement and intent of specification.

I/We, further certify that I/We am/are the duly authorised 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 authorised 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- E

PROFORMA FOR SECURITY DEPOSIT BANK GUARANTEE

This deed of Guarantee made thisday 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, CSM Nagar (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.....(herein after referred to as "the contract") for the construction of with the company.

AND WHEREAS the contract inter-alia 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



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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. CSM Nagar (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,.....)



Bharat Heavy Electricals Limited

Centralized Stamping Unit, Jagdishpur

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.



Bharat Heavy Electricals Limited

Centralized Stamping Unit, Jagdishpur

ANNEXURE-F

CONTRACT AGREEMENT FORMAT

Agreement No: _____

Date: _____

Name of Work _____

The agreement made on _____ day of....., 2010 between M/S Bharat Heavy Electricals Limited, CSU, Jagdishpur, Distt CSM Nagar (UP) having its registered office at BHEL House, Siri Fort, New Delhi-110049(hereinafter called the company) the first party M/s _____ (hereinafter called the company) the 2nd party. Whereas through its tender enquiry no. _____ and opened on _____ The company had called for Loading and Unloading of Packed wooden boxes and Steel rolls or sheets on Trucks/ trailers and stacking them at designated places at CSU BHEL Jagdishpur.

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 Loading and Unloading of Packed wooden boxes and Steel rolls or sheets on Trucks/ trailers and stacking them at designated places at CSU BHEL Jagdishpur specified above at the rates mentioned, 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 Loading and Unloading of Packed wooden boxes and Steel rolls or sheets on Trucks/ trailers and stacking them at designated places at CSU BHEL 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 contract 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 same shall



Bharat Heavy Electricals Limited

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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, CSM Nagar (UP). Jurisdiction of CSM Nagar (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
1-Name
Address

2-Name-
Address

Witness-
1-Name
Address

Signature of the contractor

Name
Designation

For and on behalf of

Bharat Heavy Electricals Ltd.
CSU, Jagdishpur, CSM Nagar



Bharat Heavy Electricals Limited

Centralized Stamping Unit, Jagdishpur

ANNEXURE-G

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.