



Bharat Heavy Electricals Limited

NOTICE INVITING TENDER

Date: 16/06/2012

Tender Enquiry No.: BHEL/CSU/12-13/CONV-PRESS

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 financially sound bidders:

Name of Work	Loading/ unloading of jobs, removal of scraps and other related activities on Mechanical Presses at CSU Jagdishpur
Contract Period	One Year
Earnest Money	Rs.20,000/- in the form of Demand Draft drawn in favour of "Bharat Heavy Electricals Limited" payable at SBI, IGFCL Branch, Jagdishpur to be enclosed with techno-commercial bid (Part-1).
Tender cost	NIL
Due date & time of bid submission	07/07/2012
Due date & time of bid opening	07/07/2012 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 Schedule

Section-III: List of Annexure

For **Bharat Heavy Electricals Limited**

(Shobhit Maurya)
Engineer (Plg.)/CSU

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



SECTION-I TERMS AND CONDITIONS

TE No.: BHEL/CSU/12-13/CONV-PRESS

A. GENERAL TERMS AND CONDITIONS

- 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 Earnest Money Deposit (EMD) of Rs. 20,000/- in the prescribed form.
 - 1.1.4 This bid documents, each page signed and stamped with all tables/ Declaration forms/ information sheet (Annexure A, B & C) duly filled in legible writing.
 - 1.1.5 An attested copy of the Power of Attorney, in case an individual other than the sole proprietor signs the tender.
 - 1.1.6 Photo copy of PAN card in which PAN is readable.
 - 1.1.7 Copy of Provident Fund Number issued by RPFC
 - 1.1.8 Copy of ESI Registration Number
 - 1.1.9 Copy of Labour License Number issued by Labour Commissioner.
 - 1.1.10 Copy of Service Tax registration
- 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. TE 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 TE & 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 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.
- 13.0 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.
- 14.0 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.
- 15.0 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.



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- 16.0 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.
- 17.0 All safety & security rules, regulations and practices prevalent in the BHEL should be strictly followed by the contractor and contract labors.
- 18.0 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.
- 19.0 The contractor should make necessary arrangement of welfare and health of contract labor at his own cost.
- 20.0 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.
- 21.0 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.
- 22.0 The contractor shall 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.
- 23.0 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.
- 24.0 Reporting about the status of the job on a day-to-day basis shall have to be ensured by Contractor personnel to BHEL officers.
- 25.0 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
- 26.0 **Validity of Offer:** The offer should be valid for **at least 60 days** from the date of tender opening.
- 27.0 **Evaluation of Offers :**
- 28.1 Technical cum commercial Bid shall be opened first.
- 28.2 Price bid shall be opened only of Technical cum commercial qualified bidder.
- 28.3 The bidder shall submit complete price of the package.
- 28.4 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.
- 28.5 Based on evaluation of the bids, the successful bidder shall be awarded the contract for the complete package.
- 28.6 The work is indivisible and total work in full shall be ordered on a single party.
- 28.0 **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 within a week from the date of award of work (Letter of Intent).



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- 29.3 The Letter of Intent/ Work Order shall be issued in the name of Bidder only
- 29.0 **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.
- 30.0 **Contract Period:** Contract shall valid be for One Year from date of work order.
- 31.0 **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.
- 32.0 **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.

33.0 SECURITIES

34.1 Earnest Money:

- A. Every tender must be accompanied by the prescribed amount (as given in TE) of Earnest Money Deposit (EMD) in full, in the form of Demand Draft in favor of "Bharat Heavy Electricals Limited" payable at SBI, IGFCCL Branch 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 submit 50% of the total security deposit before start of work.

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/Work order for satisfactory completion of work.
- B. The total amount of Security Deposit shall be as follows:
 - a) *For the of work costing upto Rs.10 Lakhs:* 10%
 - 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 deposited 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 Jagdishpur.

OR

50% of Security Deposit in the form of Bank Guarantee in the prescribed Performa as per Annexure-D. Balance shall be recovered from running @ 10% of the value of



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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-F.

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/ work order 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.

- 35 **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.
- 36 **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.
- 37 **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 CSM Nagar 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:

1.1 The bidder should have experience of successfully completed supply of un-skilled man power in a process/ manufacturing industry during last 7 years ending last day of month previous to this tender should be either of the following: -

i) Three works costing not less than 3 Lakhs.

or

ii) Two works costing not less than 4 Lakhs.

or

iii) One work costing not less than 7 Lakhs.

1.2 Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 2.5 Lakhs. Self attested Audited Balance Sheets, Profit & Loss statements as on 31st March for last three years to be submitted in fulfilment of this criterion.

1.3 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 fulfilment 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.

2.0 SCOPE OF WORK: Scope of work includes followings:-

Sl. No.	Description	% Weightage
1	Loading/ unloading of jobs, removal of scraps and other related activities on Mechanical Presses Restacking of steel sheets/ stampings as per required height	75 %
2	Loading and Unloading of tools/ dies etc	10 %
3	Shifting of pallets	6 %
4	Cleaning of sheets before loading, if required	4 %
5	Other machine related works as needed	5 %



To execute above work properly, **minimum 10 workers** (05 per shift) may be required
Everyday

3.0 GUIDELINES FOR CONTRACT:

Following would be in the scope of the contractor and will have to be ensured by him:

1. Work is to be carried out in the **two shifts**.
2. Supervision work is also to be carried out by the contractor.
3. In case of any clarification or explanation required related to the job, the same should be sought from the concerned shop Executive/Supervisor before starting the work.
4. Type of Labour required: **Un-skilled**.
5. The successful contractor or his representative shall have to maintain day to day contact with BHEL officials, report on every working day at the beginning of the first shift, for undertaking and supervision of the work. He has to deploy sufficient workers in I and II shift as per work requirement, even on Sundays / Holidays if required and failure may attract suitable penalty as deemed appropriate by AGM (CSU). The contractor shall be responsible for good conduct of his employees.
6. Contractor shall not engage any female labour for the execution of this work without the written permission of Engineer-In-charge of work.
7. To run the work smoothly, it is advisable that the contractor does not change the trained workers very frequently. This may affect the work and may go against the contractor.
8. Space and all requisite facilities like crane, compressed air, power etc. shall be made available to contractor at BHEL works.
9. The contractor will be solely responsible for timely execution and completion of work.
10. Technical requirement and guidance shall be provided by BHEL Supervisor / Executive however, whole responsibility of completion of works contract lies with the contractor.
11. If, any time, it is noticed that the party has stopped the work or not deploying adequate/ required work force, BHEL may get the balance work done through any other contractor on risk and cost of the contractor.
12. The final acceptance / completion certificate shall be issued on the basis of all clearance given by shop in charge.
13. 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.
14. Personal Protective Equipment including disposable clothing, gloves, helmets, safety shoes, earplug etc. shall be worn during the activity. Soaps/ detergent, cloths for hand washing and cleaning shall also be arranged by the contractor.
15. In the event of unsatisfactory performance or non-compliance of any of the Terms and Conditions of the contract by the contractor, BHEL shall have right to terminate the contract.
16. The contractor will be responsible for enforcing all safety regulations as applicable.
17. 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.



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18. The Contractor shall arrange necessary Insurance cover with appropriate Third Party Liability cover for the vehicles/cranes and WC/Personal Accident Policy as applicable for the O&M crew. If any accident/injury/loss/ occurs due to the operation of the vehicles/cranes, 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.
19. 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.
20. 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.
21. 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.
22. 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 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.

23. 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.

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 copy of TDS shall be provided to contractor after its deduction.
- 4.5 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.
- 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 PENALTY

- 5.1 Penalty shall be deducted as per percentage weightage based on the activities carried out as covered in the scope of work (ref. clause 2.0 of special conditions).

6.0 TERMS OF PAYMENT

- 6.1 The payment will be made on a monthly basis as in the scope of work duly making deductions if any, for the various activities.
- 6.2 All the payment due to contractor will be made through Electronic Fund Transfer (EFT).
- 6.3 The Contractor will submit the bills on monthly basis.
- 6.4 Each bill must be enclosed with work/ activity completion report duly signed by contractor & and BHEL representative. The payment will be made on a monthly basis as per the accepted rate based on the activities carried out as covered in the scope of work (ref. clause 2.0 of special conditions) duly making deductions as per tender terms, if any.
- 6.5 Penalty shall be deducted as per penalty clause if advised by the concerned production Incharge.



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SECTION-II

PRICE SCHEDULE

TE No.: BHEL/CSU/12-13/CONV-PRESS

Sub: Loading/ unloading of jobs, removal of scraps and other related activities on Mechanical Presses at CSU Jagdishpur

(Price bid will be opened of technical cum commercial qualified bidders only)

SL. NO.	Type of work	No. of working days (in one year)	Rate (Rs. per day)	TOTAL (Rs.)
1.	Loading/ unloading of jobs, removal of scraps and other related activities on Mechanical Presses at CSU Jagdishpur as per scope of work	310		

Total amount in words: **Rupees** _____.

Name and Signature of the bidder
(Seal)

- Note:**
1. Rate should be quoted inclusive of all taxes & levies etc., except service tax, which shall be paid extra as applicable.
 2. Rate should be quoted keeping the scope of work, as described in this tender, in mind.
 3. To execute the contract properly, minimum 10 workers (05 per shift) may be required everyday. However, bidders are advised to physically check the actual of work involved before their quotation.



SECTION-III

LIST OF ANNEXURES

TE No.: BHEL/CSU/12-13/CONV-PRESS

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: Declaration Sheet

Annexure-D: Performa for Security Deposit Bank Guarantee

Annexure-E: Performa for Contract Agreement



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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 (TE No. BHEL/CSU/12-13/CONV-PRESS 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 (DD no., amount and date)	
7	Validity of Offer (30 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	Yes/No
13	Copy of Power of Attorney (Attested by Notary)	Yes/No
14	Declaration Sheet as per Annexure-C	Yes/No
15	Signed and stamped copy of all pages of tender document	Yes/No
16	Signed documentary evidence in support of each of qualifying criteria	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 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)



PROFORMA FOR SECURITY DEPOSIT BANK GUARANTEE

This deed of Guarentee 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



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available to the company and the Guarantor shall not be released from its 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 securities would, but for this provision have the effect of so releasing the Guarantor from its 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 its 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 until....., 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 its hand the day, month and year first, above written,

Signed for and on behalf of the Bank



Bharat Heavy Electricals Limited

(Signatory No,.....)

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.



ANNEXURE-E

CONTRACT AGREEMENT FORMAT

Agreement No: _____

Name of Work _____

The agreement made on _____ day of....., 2012 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 stampings on Varnishing lines of 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 stampings on Varnishing lines of 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 stampings on Varnishing lines of 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.



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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 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