



**TENDER DOCUMENT
For Service Contract
For Tender Enquiry No : FCX/ TS/07/07/R**

**For
(Overhauling of drainage and sewerage
system of factory.)**

Contact Person :

Name : K.D. Gupta
Désignation : MGR
Email : kdgupta@bheljhs.co.in
PH : 0510 – 241 – 2385
Or

Name : Vikas Bhatt
Designation : Sr. Engineer
Email : vikas.bhatt@bheljhs.co.in
PH : 0510 – 241 – 2285

**Tender Due Date : 11/07/2017 at 13 :15 Hrs
Tender Opening Date : 11/07/2017 at 14 :00 Hrs**

Rev Date	Short details of revision (In case of revision in tender document, other wise NA
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DETAILS OF TENDER DOCUMENT

SCOPE of work: Overhauling of drainage and Sewerage system of factory.

The detailed content of tender document are as follows:

Sl. No.	Description	Schedule	No. of Pages
01.	Details Of Tender	-	2
02.	Notice Inviting Tender	A	3
03.	Scope of Work & Work Specifications	B	4
04	Qualifying Requirements	C	5
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10	Technical Bid	I	19 to 21
11	Price Bid and basis of offer	J (a), (b)	22 to 24
12	Annexures	K	25 to 28
13	PROFORMA OF BANK GUARANTEE (Annexure- V)	Annexure "V"	29 to 31

The duly filled in Technical and Price / Rate bids (Schedule: I and J, separately) along with the instructions to the tenders, Contractor's Obligations, General Terms and Conditions with the signature of the tender on all the pages and complete in all respects super scribed as "Quotation for Tender No. "should reach us in a sealed cover on or before as mentioned through Registered / Speed post or the same may be dropped in the tender box available at the following address:

To
Tender Box
CISF Control Room/Office
Administrative Building
Bharat Heavy Electricals Limited
Jhansi-284 120. UP

Note: Dropping of tender in the Tender Box within schedule time and date is the Responsibility of the bidder

I/We agree with the above
Signature of contractor with Seal

Executive In-Charge

NOTICE INVITING TENDER

S. No.	Particulars	Details
1	Brief Description of work	Overhauling of drainage and Sewerage system of factory.
2	Tender Evaluation Criteria	(As per Annexure – E)
3	Duration of the Contract	One Year from award of work
4	Last date of receipt of the Tender	Upto 13:15 hrs on 11/07/2017
5	Date of opening Tender	14.00 hours on 11/07/2017
6	Address for submitting the tender	(as on page # 2)
7	Earnest Money Deposit * (EMD)	Rs. 9380/- (Nine Thousand Three Hundred Eighty Rupees only)
8	Cost of tender	Rs. 200 plus VAT (14.5% as applicable) = Total Rs. 229/- (payable in case at BHEL cash office or through a Demand Draft in favor of "BHEL, Jhansi" along with technical bid, in case the documents downloaded from website)
9	Validity of Offer	90 days
10	Security Deposit	As per Annexure G

Note: *

For works/ services with estimates upto Rs 10 Crs 2% of the estimated cost

For works/ services with estimates more than Rs 10 Crs 20 lakhs plus 1% of the estimated cost over Rs 10 crs.

The EMD may be accepted only in the following forms:

(i) Electronic Fund Transfer credited in BHEL account (before tender opening)

BHEL account details: Bank Name:- SBI; A/c No. :- 10670828866 ; IFSCCode:- SBIN0003807 A/c Holder Name:- BHARAT HEAVY ELECTRICALS LIMITED

(ii) At BHEL Cash office through POS Machine. **No Demand Drafts shall be accepted.**

The contractors may physically visit the work place before quoting their rates. For relevant details please visit our website "www.bhel.com" & "www.bheljhs.co.in"

Annexure 'B'

WORK SPECIFICATION

As per price bid Annexure 'J'

Annexure 'C'

QUALIFYING REQUIREMENTS

1. Should have independent ESI Code number
2. Should have PAN/TAN number
3. Should have Service Tax number (PAN based)
4. Should have UPVAT/TIN and/or CST No. (whichever is applicable), if material is supplied/consumed Certificate Issued by Sales Tax Dept to be enclosed.
5. Self Declaration that he is not blacklisted/under hold from BHEL Jhansi or banned by any unit/region/office of BHEL/Any PSU
6. Self Declaration that he should not be guilty by a Court of Law in India for any offence involving fraud, dishonesty and moral turpitude.
7. Documentary proof in support of above eligibility criteria alongwith EMD shall be submitted along with Techno Commercial Bid at Annexure I
8. Financial Strength and Experience:
9. **i) Average Annual financial** turnover during the last 3 years, ending 31st March 2017 should be at least **Rs. 1.41 Lakhs**. (Duly audited Financial Statement/ Balance sheet / Certificate from CA to be submitted as a supporting document).
ii) If all balance sheets are not available for all three years then the average shall be calculated by dividing the sum of turnover of submitted balance sheets by three.
iii) Experience of having successfully completed similar works during last 7 years ending on **31 May 2017** should be either of the following: -
 - a. **Three similar completed works each costing not less than the amount equal to Rs. 1.88 Lakhs.**
Or
 - b. **Two similar completed works each costing not less than the amount equal to Rs. 2.35 Lakhs.**
Or
 - c. **One similar completed work, costing not less than the amount equal to Rs. 3.75 Lakhs.**

Documentary proof (Execution Certificate) for the experience to be submitted alongwith Technical Bid. In case of experience in Private Sector relevant TDS Certificate must be attached as evidence.

Note: Similar work means all type works & service contract.

INSTRUCTIONS TO TENDERERS

The tender shall be in two Bid System (Techno Commercial Bid & Price/ Rate Bid)

The tender is to be processed in two parts as under:

1) Techno Commercial bid

2) Price Bid

1. *The Technical Commercial Bid (Schedule: - I) and its enclosures (along with the Contractor's Obligations, General Terms & Conditions and copies of qualifying requirements) must be submitted in one sealed envelope superscribed as "TENDER FOR TENDER NO (tender no as mentioned in page 2 of tender document) "TECHNO-COMMERCIAL BID".*
2. Both the technical bid and price bid sealed envelopes must be again enclosed in a single envelope duly sealed and super scribed as "TENDER FOR TENDER NO (tender no as mentioned in page 2 of tender document) DUE DATE OF OPENING (date as mentioned in page 2 of tender documents) . The same should be dropped in the tender box kept in the CISF gate of Administrative Building, BHEL, Khailar, Jhansi, within the specified date and time by the representative of the bidder. It shall be the responsibility of bidder that the bid is dropped in tender box before the due date and time. BHEL shall not take any responsibility if the bid is not dropped in the tender box before due time and date.
3. All tenderers can witness the opening of the Technical Bid. After evaluation of the Technical Bid which may involve visit to the tenderer's/clients place by authorized officials, price bids of only those tenderers who are technically found suitable will be opened on a subsequent date which will be informed to the concerned whose technical bid has been accepted, in advance for witnessing the Price Bid opening.
4. All entries in the tender document should be in one ink. Corrections, over writing, cuttings, etc. will not be permitted. All the columns in the tender form should be filled without leaving blank in any page of the tender and all the pages must be duly signed & stamped by the tenderer before submission.
5. The price / rate should be quoted in figures as well as in words. Price quoted in Price Bid shall be inclusive of all taxes & duties, all statutory requirements/liabilities like PF/ESI/Bonus/Min. wages etc. However, service Tax shall be payable extra as applicable.
6. In case of where the bidder has submitted 'NIL' Charges/Amount over and above the minimum wages as per standard tender document, the bid shall be treated as unresponsive and will not be considered in terms of the provisions of Ministry of Finance, Department of Expenditure OM No.29(1)2014-PPD dated 28th January 2014.
7. The rate of commission quoted by the bidder shall be firm and same will be valid for the period of contract.
8. The contract will commence on the date as applicable against the contract and shall be valid as per the validity period of the contract. The contract can be extended further on mutually agreed terms and conditions.
9. BHEL may go for Reverse Auction after Techno – Commercial evaluation instead of submitted related Price Bid. Bidder should confirm participation in reverse Auction along with Techno-Commercial Bid.
10. Successful bidder will have to submit registration with Zila Panchayat as a civil contractor before start of work.

- 11 All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g. GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g. GST).

Security Deposit:**1) Modes of deposit:**

The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed /hypothecated/ pledged, as applicable, in favour of BHEL)

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith. Waiver will be available as per Works policy 2016 available on BHEL intranet)

2) Collection of Security:

At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.

If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.

The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.

- 3) Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.
- 4) The Security Deposit shall not carry any interest.

Stamp duty applicable as per Indian Stamp Act 1899 is as follows:-

Sl	Performance Security Deposit	Stamp Duty Applicable
1.	Pay Order, Demand Draft, Local Cheque of scheduled banks	Rs 125/- per Rs.1000
2.	Securities available from Post Offices such as NSC, Kisan Vikas Patras etc and Fixed Deposit Receipt (FDR) issued by Scheduled Banks/Public Financial Institutions	Rs 70/- per Rs.1000
3.	Bank Guarantee from scheduled Banks/Public Financial Institutions	Rs.5/- per Rs.1000 limited to Rs 10000

TENDER EVALUATION CRITERIA

The evaluation of the Tender will be carried out as follows:

1. BHEL officials may visit the tenderer's office & their client's place to evaluate the capability and assess the performance.
Capability of the Contractor will be assessed on the basis of employees including supervisors on their rolls, machinery, equipments in its possession, previous track record, experience in other organizations, etc.
2. Successful techno commercial qualified tenderers after the above process only will be invited for opening of the rate / price bid.
3. The contractor shall be awarded the work on over all L-1 basis (i.e. lowest Grand Total of Price bid at Annexure J) if otherwise not specified in the tender.
4. In case where bidders have submitted 'NIL' charges/amount over and above the minimum wages as per the standard document, the bid shall be termed unresponsive will not be considered (in terms of provisions of letter of Ministry of Finance, Dept. of Expenditure No 29 (1)/2014-PPD). The Commission shall be up to 2 digit of decimal place in percentage and amount of denomination of rupees/paise.
5. The percentage commission should be quoted in two decimal places only. The commission in percentage should be quoted only in non-zero value. Any deviation will be rejected.

Annexure 'F'

CONTRACTOR'S OBLIGATIONS

A) CONTRACTUALTowards selection, control and supervision of employees

- a) **Contractor shall decide the number of employees to be deployed** for execution of the work awarded to him and he or his authorized representative will be solely entitled to instruct such workers about the manner of carrying out the work as per the prescribed specifications and quality plan.
- b) Contractor **shall supervise the work** allotted to him and to be carried out by his employees.
 - b1) Aadhar Card is mandatory for contract labours for making of their gate pass for entry in BHEL premises.
 - b2) Supervisors of contracting firms who sign on behalf of contractors must have Power of Attorney to the same effect.
 - b3) Contractor are advised that contract labours must be employed without any discrimination on caste or creed basis
- c) 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, qualification, experience etc. acceptable to concerned department**.
- d) Contractor to **maintain appropriate records of his employees** deployed to carry out the job(s). Contractor shall maintain neatly written, complete and legible registers, records, reports and returns for inspection by various authorities at short notice.
- e) Contractor shall ensure Personal Accident Insurance (24x7) policy of Contract Workers from (Govt. under taking company). The coverage shall be of Rs. 5 lakhs per individual. The coverage shall be of 24 Hrs. (Accidental Death cover). The sum assured (Rs. 5 lakhs) shall become payable to the nominee in the event of death of insured person. In the event of death of any contract worker deployed by the contractor without proper insurance cover, the contractor shall be liable to pay Rs. 5 lakhs to the nominee/ legal heir of such deceased contract worker. In case of extension of contract premium of accidental insurance will be on actual subject to maximum of Rs. 300/- per individual per quarter. Gate pass of the contract labour shall be issued only after taking the Insurance Cover.
- f) Contractor will ensure that the **job is executed through his employees** on his rolls and under no circumstances, the contractor will deploy any casual employee to carry out the job **nor shall sub-contract the job without prior written permission**.
- g) **Contractor may apply for providing bus pass facility to his workmen. BHEL will consider such applications based on merits and availability of seats. Contractor would be responsible for depositing bus pass charges and penalties (if applied) of**

his/her workmen/staff etc. BHEL would have the right to deduct/recover the same in case of default by the contractor/supplier.

- h) Contractor **will keep watch on his employees and he will be liable for any pilferage / loss to BHEL** due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
- i) The contractor has to provide to his worker's uniform (lower dark blue & upper light blue,) shoes, helmet & uniform stitching charges. The uniform should have logo of the contractor's firm/ company which shall be affixed by the contract labour on the left side of his pocket. The uniform shall be kept in neat, tidy and wearable condition. No reimbursement of uniform, shoes in case of extension of contract.
- j) Contractor to ensure compliance of the instructions as contained in safety guidelines (issued by, Health, safety, and the Environment (HSE) Department (of BHEL Jhansi) and uploaded on BHEL Jhansi website. The contractor has to ensure that **all precautions are taken for safety** of his employees and equipment.
- k) In the event of termination of contract for any reason whatsoever, the **contractor shall withdraw all his employees** from the establishment of BHEL. In case contractor decides to terminate services of his employees, he **should settle all terminal dues required**.
- l) Contractor shall within 15 days of commencement/completion of work order submit Form VI-A to concerned Labour Commissioner Office (Assistance Labour Commissioner/Regional Labour Commissioner whatever applicable). The first & final bill shall be processed only on clearance regarding submission of Form VI-A & VI-B respectively by contractor. Till then award will be treated as PROVISIONAL.

B) Towards supply of tools, tackles and materials

- a) As per scope of work, BHEL shall provide *all tools, tackles, material, equipments as specified in contract free of cost unless specified in the contract*.
- b) Contractor shall provide shoe, helmet, personal protective equipment & maintain the same at his own cost which may be required.
- c) Contractor shall ensure that his workers wear uniform, shoes, helmet and other required safety appliances, apparels / equipment at the work place otherwise deduction @ of 5% will be deducted from the bills.

C) Towards statutory liability

- a) As mentioned in the terms and conditions enclosed as Annexure 'G' of this contract.
- b) Contractor shall indemnify BHEL against all claims by statutory authorities and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- c) Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period (wage period shall be from 1st day of the month to the last date of the month) and to ensure disbursement of wages in the presence of the authorities' representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.

- d) Contractor to obtain license under the provisions of Contract Labor (Regulation & Abolition) Act'1970.
- e) The changes in the statutory liabilities as and when done by respective government/ agency shall be applicable to the contract labors deployed under the contract.

D) Towards Finance

Contractor to arrange his own finance for carrying out the job including supply of tools, tackles and equipments, if required, to his employees, materials, payment of wages to his employees etc. ***Rates to be as per price bid***

Annexure 'G'

GENERAL TERMS & CONDITIONS FOR CONTRACTORS FOR DEPLOYMENT OF CONTRACT LABOURS UNDER SERVICE / WORKS CONTRACT.

1 LABOUR LICENCE AND OTHER REQUIREMENTS:-

- 1.1 The contractor shall deploy such number of workers in the premises of BHEL, Jhansi, as required for completion of the contract. The workers such deployed shall be his own workers.
- 1.2 In case the number of labour deployed by the contractor in premises of BHEL Jhansi exceeds the number of labour allowed in the licence then the contractor shall immediately inform the HR and concerned department. The contractor shall also apply to the licensing officer in the region for amendment in the licence within 7 days of exceeding the number of labours mentioned in the licence.
- 1.3 Labour licence and other requirement in case of contractors NOT working in BHEL, Jhansi or has less than 20 workers on his rolls.
- 1.3.A The contractor cannot deploy the contract worker without obtaining requisite Labour licence from the appropriate government authority (Central Govt.). Till then contractor may be allowed to deploy 19 labours or less.
- 1.4 The contractor shall also have to submit copy of PAN card and latest IT return.
- 1.5 The contractor must possess Service Tax Registration number under relevant code head.
- 1.6 The contractor should possess VAT/TIN Number if material is supplied/consumed. The contractor should not be disqualified from bidding in case the contractor does not have TIN No. However, he shall have to produce TIN No. before opening of Price bid.
- 1.7 In case more than one contractor quote the L1 (Lowest and technically accepted) rates, the work may be awarded through draw of lottery.
- 1.8 Stamp Duty:** Contractor should deposit stamp duty, **before start of the contract**, on security deposit as per Stamp Duty Act

2.0 APPOINTMENT AND ENTRY IN FACTORY PREMISES:

2.1 The contractor shall submit the following to HR, contracting department and CISF

- (a) The details of the worker proposed to be deployed in Annexure-I.
- (b) **Character certificate:** Gate pass for entry inside the factor shall be issued in line with requirement of CISF. Character Certificate should be made in line with CISF Guide line. Self-Certified copy of Character certificate issued by District Magistrate's Office or minimum Superintendent of Police/ Sub Divisional officer level of Police Officer of concerned area will be required for issuing permission to enter into the factory. Character certificate will be valid for three years.
In special case where character certificate of above authorities are not available, Character Certificate of concerned Police Station/ Reporting Police Chauki along with Proof of remittance of fees for application for apply of character certificate at District Magistrate's Office can be issued for a period of three months with confirmation that he should submit the character certificate within 60 days. Failing which he will be discontinued.
- (c) Copy of employment card issued by contractor to his own worker. – Annexure II

2.2 After submission of documents as in para 2.1, the contractor shall issue photo identity card to the labour and submit to HR department. This identity card shall be forwarded by HR department to CISF, which shall then authorize the labour to enter the factory premises initially for a period of one month.

2.3 The photo identity card shall have to be revalidated in every three month on last working day of the month or any other date fixed to do so. In absence of such revalidation, duly forwarded by HR department, CISF shall not allow any labour to enter the premises of BHEL Jhansi.

2.4 The contractor shall maintain a register of persons employed by him in the format prescribed under Rule 75 of Contract Labour (R&A) Central Rules. A copy of this format is annexed as **annexure III**.

2.5 The entry of contractor's workers in factory premise shall be through biometric/smart cards. The contractor shall ensure issuance of biometric/smart card through time office section of BHEL Jhansi. After the conclusion of works contract, the contractor shall collect these biometric cards from his workers and submit the same to Time Office section through contracting department. In event of any contract worker leaving the services before completion of the contract, the contractor shall ensure return of biometric card to BHEL Jhansi. In case of no return of biometric card Rs. 200.00 (Rupees two hundred only) per card shall be deducted from the security deposit of the contractor.

3. BILLS PAYMENT, ATTENDANCE AND PAYMENT OF WAGES

3.1 The contractor shall pay minimum wages as applicable of the Appropriate Government and in addition to minimum wage Rs. 123.08 per day shall also paid to the contract workers. This additional amount will also attract all statutory deduction and payments.

3.2 The contractor shall submit bills to the contracting department on 5th of each month.

3.3 The contractor's bills should be accompanied with the following.

- a) The contractor should maintain attendance register by recording daily attendance duly signed by both contractor & contract worker.
- b) Copy of Measurement Book entries/Statement of work done by the Contractor

- c) Statement of Minimum Wages of labours deployed by him under the Service contract, PF/ESI no., statutory deductions etc., in the format as in Annexure IV annexed to these terms and conditions. (Form XVII of Contract Labour (R&A) Rules
- d) PF and ESI challans for previous month- separate for concerned Service contract. Print of online challan along with ECR/Contribution History of contributing contract workers for PF/ESI duly certified by the contractor.
- e) Wage payment sheet for the bill periods per annexure IV.
- f) Copy of Form-5 and Form-10 (PF monthly returns) submitted by contractor to RPFC for billing month.
- g) Copy of Form 12A-regarding PF remittance
- h) List of CL covered under accident insurance policy
- i) Statement of material supplied by the contractor if any
- j) Copy of Labour Licence if increase in no. of labours deployed against Work Order if applicable.
- k) Proof of Personal Accident Insurance Policy along with bill
- 3.4 The executing department shall pass the bills of the contractor, after thorough checking, along with requisite documents the bill in original and Service Tax Challan & as in para 3.3 above forward them to Finance through HR department latest by on or before 9th Day of the following month.
- 3.5 After checking the Labour Laws compliances with respect to the concerned service contract HR department and after retaining copies of PF and ESI Challans and wage payment sheet pertaining to current month, annexure IV etc. will forward the bill along with requisite documents (the bill in original and service tax challan) to finance department. Finance department shall on satisfactory compliances of stamp duty charges, service tax and security deposit amount, make payment as per contract.
- 3.6 Finance department shall, on satisfactory compliance, and after deduction on account of Security deposit amount and TDS will make payment to the contractor within 10 days of submission of clean bill by the contractor.
- 3.7 The contractor shall issue pay slips to his workers, for the month deployed for undertaking activities under the Service contract, at least a day prior to disbursement of wages.
- 3.8 The contractor shall make payment to the his own labors/contract workers before the expiry of the 7th day after the last day of the wage period in respect of which the wages are payable, preferably through bank account for better control and smooth wage disbursement. The payment of wages to the workers shall not be subject to payment against the bills by BHEL.
- 3.9 The contractor shall remit the cheques favouring Regional Provident Fund Commissioner "RPFC" and ESI Kanpur with the appropriate banks with such period as stipulated under relevant provisions. Last date for remittance of PF is 15th and that in case of ESI is 21st of each month or as latest Government rules of concerned departments.
- 3.10 The contractor shall make payment of wages to his workers on due date in presence of an authorized representative of contracting department. The authorized representative shall retain a copy of wage payment sheet with him.
- 3.11 In cases where the payment to the contractor is due only after completion of work and the payment is not made monthly then the contractor shall have to produce documents

as enumerated in para 3.3 above, in respect of all workers deployed by him against the contract, for each month separately, along with final bills.

4.0 **Provident Fund**

4.1 **The contractor should get independent EPF code before deployment of his contract worker against work contract.**

4.2 The Contractor should allot PF account number and get the nomination form, duly filled in, from each worker deployed by him at the time of joining. Each worker must have his/her Provident fund KYC completed and his respective UAN must have been allocated.

4.3 In case the worker already has PF/pension account number, allotted to him, previously, then the contractor shall get the transfer form filled up at the time of joining and send to the office of concerned Regional Provident Fund Commissioner.

4.4 After termination of contract the contractor shall provide due assistance to the labour for withdrawal of PF/pension amount, when due.

4.5 The Contractor shall liaison with the PF officials to get the annual PF slips and distribute amongst his own workers. Security deposit shall be released only after submission of PF slips of workers.

The contract should have class 2 and Class 3 digital signature (or have to obtain before start of work and also must be uploaded in web site of (Employee Provident Fund Organization 'EPFO').

Contractor must follow the rules and regulations of ESIC and EPFO and also activate the UAN of their employees.

4.6 PF CONTRIBUTION

4.7 The Contractor shall submit annual returns in Form-6A and Form 3A, prescribed under statutory EPF scheme, 1952, in respect of each worker deployed by him with a copy to HR.

Employee's Contribution	Employer's Contribution	
12% of Normal wages paid	PF Contribution	3.67%
<i>As applicable by respective Govt/ Agency. (Current statutory wage ceiling - Rs.15000/- month on Employee's/ Employers Contribution).</i>	Insp /Admn Charages	0.65%
	(subject to minimum Rs. 500/- per challan)	
	Admn/Insp Charges	0.50%
	Pension Fund	8.33%
	EDLI Charges	0.01%
	(subject to minimum Rs. 200/- per challan)	
	Total	13.16%

5. Employees State Insurance

5.1 The Contractor should allot ESI account number and get the nomination form, duly filled in, from each employee deployed by him at the time of joining.

5.2 At the time of joining the contractor shall get the self/family registration form filled by the workers and submit to the local ESI office.

5.3 The contractor shall facilitate collection of issued ESI cards by his worker.

5.4 ESI CONTRIBUTION: -

Employee's Contribution

1.75% of gross wages

Employer Contribution

4.75% of gross wages

As applicable by Government/ respective agency (existing wage limit for coverage under the Act is Rs.15000 per month w.e.f. 01/05/2010)

5.5 The Contractor shall submit annual returns in Form-6 prescribed under ESI Act, deployed by him with a copy to HR and finance department

5.6 The Contractor shall produce the following Registers and forms as per Contract Labour (R & A) Rules 1971 for verification by the Executing Officer of the company: -

(a) **Form XII - Register of contractors (Rule 74)**

(b) **Form XIII - Register of Workmen employed by contractor (Rule 75)**

(c) **Form XIV - Employment Card issued by contractor (Rule 76)**

(d) **Form XVI - Muster Roll 78(1) (a) (i)**

(e) **Form XVII - Register of Wages (Rule 78 (1) (a) (i))**

(f) **Form XVIII - Register of wages-cum Muster Roll (in case of weekly Payment)**

(g) **Form XIX - Wage Slip (Rule 78)(1) (b)**

(h) **Form XX - Register of deduction for damages of loss (Rule (78)(1) (a) (ii))**

(i) **Form XXI - Register of fines (Rule 78) (1) (a) (ii)**

(j) **Form XXII - Register of advance (Rule 78) (1) (a) (ii)**

(k) **Form XXIII - Register of overtime (Rule 78) (1) (a) (iii)**

(l) **Form XXIV - Return to be sent by the contractor to licensing**

Officer (Rule 82)

5.7 Contractor shall fully abide by the provisions of various applicable labour Act/laws and all other enactments as applicable for such contracts.

6.0 Bonus

The contractor shall be liable to pay statutory bonus under payment of Bonus Act, 1965 and submit proof of disbursement along with received copy of Form-D to L.E.O Office.

7.0 Discipline

7.1 The Contractor shall be responsible for the discipline of his own labours deployed under the service contract. In case of any loss to the BHEL Jhansi on account of indiscipline of contract labour then such loss shall be assessed and recovered from the running bills of the contractor or from the security deposit.

7.2 The contractor shall not employ any person who has not completed his 18 years of age and person who has attained 60 years of age.

7.3 The contractor, on advice of authorized BHEL official, shall immediately remove any person employed by him, who may in the opinion of such authorized BHEL official is involved in misconduct. Such person shall not be re-employed by the contractor without prior permission.

8.0 LEAVE WITH WAGES TO CONTRACT LABOUR:-

Guidelines as per UP factories Rules 1950 should be strictly observed with regard to crediting /a vailment of leave. Register as prescribed under the said rules should be maintained by the contractor.

9.0 INDEMNITY BOND/COMPLIANCE OF LEGAL PROVISION

9.1 BHEL Jhansi shall not be liable for any compensation whatsoever in the case of accident / injury to the person employed by the contractor coming in the premises of BHEL Jhansi. Contractor shall pay all claims / compensation / damages / penalty / fine or any amount payable to the individual / authorities payable due to accident / injury to the person employed by the Contractor.

9.2 That BHEL-Jhansi will not, in any manner be responsible for any act, omission or commission of the workers engaged by contractor and no claim in this respect will lie against BHEL-Jhansi. If any such claim is made against BHEL-Jhansi by any worker or his heirs engaged/employed by the contractor, which BHEL-Jhansi is obliged to discharge by virtue of any statute or any provision of law and rules due to mere fact of the workers of the contractor working at BHEL- Jhansi premises or otherwise, the contractor will be liable to indemnify/reimburse BHEL-Jhansi all the money paid in addition to the expenses incurred by him. The contractor must indemnify and keep indemnified BHEL-Jhansi against all losses and claims for injuries or damage to any person or property whatsoever which may arise of or in course of the operation of the contract and against all claims, demands, proceedings, damages, cost, charges and expenses whatsoever in respect of contingencies depicted herein shall be deemed as expected risk.

9.3 The Contractor has to make an agreement with BHEL in the format prescribed only on Rs. 100/- Non-Judicial Stamp Paper.

10.0 OTHER GENERAL TERMS AND CONDITIONS: -

10.1 Legal compliance

The contractor will comply with all the provisions regarding licensing, welfare and health, procedures, maintenance of various records and registers etc., as provided under the contract Labour (Regulation & abolition) Act 1970, rules amendments, orders, notifications there under issued by the Appropriate Government from time to time. For non-compliance of any provisions, statutory compliance under law, the contractor shall be responsible for penalties levied by the appropriate authority under the Act. The contractor shall also be liable to comply with all other

I/We agree with the above

Signature of contractor with Seal

Executive In-Charge

Labour and Industrial Laws and such other acts and Statutes (including Factories Act, Payment of Bonus Act, minimum wages Act, etc.,). Depositing of ESI, PF contribution as may be applicable is the responsibility of the contractor. For any default in compliance, the contractor shall be held responsible.

- 10.2 The work shall be supervised by the contractor or through the authorized Representatives on day to day basis.
- 10.3 The Contractor shall compensate BHEL for any loss or damage to the plant/property, material of BHEL due to his workmen/representatives' negligence or otherwise during execution of work.
- 10.4 In the event of contractor abandoning the work or BHEL revoking the contract BHEL shall have a right to get incomplete work completed at contractor's risk and cost. BHEL shall have a right to terminate the contract at any time without assigning any reason thereof.
- 10.5 Security deposit will be released on submission of following certificates from departments mentioned as under:-
- a. Completion of work and certification of payment of minimum wages to contract labours from contracting department.
 - b. Certificate of compliance of labour laws from HR department.
 - c. Certificate of payment of Bonus by Contracting and HR Department
 - d. No-dues certificate regarding service tax payment, and any other dues liable to be remitted by contractor under financial laws, to Finance department
 - e. In case of non-satisfactory performance of the contract, BHEL shall have a right of forfeiting the security deposit. In case of any dispute decision of concerned Head of the Department will be final

11.0 SETTLEMENT OF DISPUTE/JURISDICTION/ARBITRATION ETC:-

BHEL Reserve the following rights:-

To evaluate the bid as per BHEL policy and Govt. guidelines including CVC/Vigilance guidelines by the tender committee duly constituted by BHEL Management. The decision of BHEL, Jhansi Management or Tender committee duly approved by competent authority shall be final and binding to bidder.

11.1 CONFIDENTIALITY

The parties agree & acknowledge that in the course of their discussions and interaction, BHEL may disclose information of confidential proprietary nature relating to its business, products, know-how, technology, customers, employees and financial to the contractor. Such information shall be considered as confidential. The contract agrees to keep it confidential & secret at all times and not directly or indirectly disclose to any party other than its employees and authorized personnel's strictly on a need know basis, without the prior written permission of BHEL.

11.2 (A) TERMINATION

BHEL reserves the right to terminate contract awarded for any contravention of statutory provision or any other reasons without assigning any explanation or notice to the contractor.

11.2 (B) SUSPENSION

BHEL reserves the right to suspend performance of any or all of its obligations under the contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons therefore. The Contractor shall thereupon suspend performance of such obligations until ordered in writing to resume such performance by the same authority that ordered for suspension/termination.

11.3 JURISDICTION

Any matter of dispute arising out of or in connection with this contract shall be under jurisdiction of Jhansi Court only.

11.4 ARBITRATION :-

All disputes arising in connection with the contract shall be settled by mutual Consultation. If no agreement is reached the dispute shall be settled in accordance with Arbitration and conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the unit.

The award of the arbitrator shall be final and binding on both the parties. The venue of the Arbitration shall be at Jhansi in India. The Award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Jhansi court.

MEASUREMENT OF WORK AND PAYMENTS THEREOF.

1. The designated officer of the Unit will periodically inspect the Work being provided by the contractor and find out deficiencies. The contractor shall rectify the same immediately to the satisfaction of the designated officer.
2. Payment towards work satisfactorily executed will be made to the contractor on the basis of following: -

S. No	DESCRIPTION OF ITEM	Unit	Qty
1	Identify chambers in sewer/Drainage line which have been covered by concrete floor road and placing marking plate at the top of chamber.	Per chamber	4000
2	Removing tree roots/silt from chambers in drainage/sewage Line and dispose of rubbish up to 50 mtr including loading in tractor trolley.	Per chamber	175
3	Repair of damaged chambers in sewerage/drainage line on labour basis.	Per chamber	200
4	Cleaning of open drainage by removal of plants, soil, metal scrap/ any other material in the open drain and up to 50 mtr disposal of the rubbish including loading in tractor trolley	Rmtr	5000

- 3) Payments will be made to the contractor on the basis of quantity carried out as actual. The amount payable for each item shall be obtained by multiplying the actual quantity carried out by the contract rates for the item. All deductions like cement value, Income Tax, VAT, charges, electricity charges etc shall be made from the Gross Bill amount to arrive at the net amount payable. Service Tax shall be paid extra as applicable
- 4) All payments will be subject to deduction of income tax at source as per Income Tax as per the applicable Rules.
- 5) Measurement Book shall be maintained for the work carried out by the contractor & the same shall be verified by BHEL official, nominated for the same.

PROFORMA FOR SUBMITTING TECHNICAL BID FOR -----

1. Name of the firm : _____(Essential)
2. Name of the Proprietor : _____ (Essential)
3. Address and Contact Numbers : _____(Essential)
4. Registration Number : _____(Essential)
Copy of the Certificate : Enclosed / Not Enclosed
5. Labour License Number : _____(Desirable)
Copy of the License : Enclosed / Not Enclosed
6. PF Code Number : _____ (Essential)
Attach Copy of the PF registration
7. ESI Code Number : _____ (Essential)
Attach Copy of the ESI registration
8. (1) PAN/TAN Number : _____(Essential)
(2) Income Tax return last 3 yrs. Enclosed / Not Enclosed (Essential)
9. Service Tax Number(PAN Based) : _____(Essential)
10. VAT/TIN Number : _____(Essential)
(To be submitted only in case Enclosed / Not Enclosed
where material transaction is involved)
11. Experience Certificate : Enclosed / Not Enclosed (Essential)
(Along with balance sheet & profit and loss account/ turnover certificate issued
by CA)
12. No. of Workers including Supervisors : _____(Essential)
on the rolls of the firm
13. Earnest Money Deposit :Rs. _____(Essential)
 - a) D.D. Number & Date : _____ Date _____
 - b) Drawn on (Bank) : _____

14. Any other relevant information : _____

15. Tender Cost :Rs. _____ (Essential)
D.D.No. : _____

16. Validity of offer : 90 days from the date of tender Opening.

17. Blank Price bid format : Enclosed/Not Enclosed (Essential)

We will fulfill all the obligations of the contractor and abide by the Terms & Conditions mentioned in the enquiry.

Signature with Name

& Office Seal

Date:

NOTE : TECHNICAL BID AND PRICE BID SHOULD BE SUBMITTED IN SEPARATE SEALED ENVELOPS. IN CASE THE BIDS ARE FOUND IN ONE SINGAL ENVELOPE THEN THE "BIDS" ARE LIABLE TO BE REJECTED.

BLANK PRICE BID

S. No	DESCRIPTION OF ITEM	Unit	Qty	Rate	Amount
	A	B	C	D	E
1	Identify chambers in sewer/Drainage line which have been covered by concrete floor road and placing marking plate at the top of chamber.	Per chamber	4000		
2	Removing tree roots/silt from chambers in drainage/sewage Line and dispose of rubbish up to 50 mtr including loading in tractor trolley.	Per chamber	175		
3	Repair of damaged chambers in sewerage/drainage line on labour basis.	Per chamber	200		
4	Cleaning of open drainage by removal of plants, soil, metal scrap/ any other material in the open drain and up to 50 mtr disposal of the rubbish including loading in tractor trolley	Rmtr	5000		
		Total		Rs.	
IN WORDS					

Contractor should not offer rates in blank price bid

Annexure "J" (a)

PRICE BID

S. No	DESCRIPTION OF ITEM	Unit	Qty	Rate	Amount
	A	B	C	D	E
1	Identify chambers in sewer/Drainage line which have been covered by concrete floor road and placing marking plate at the top of chamber.	Per chamber	4000		
2	Removing tree roots/silt from chambers in drainage/sewage Line and dispose of rubbish up to 50 mtr including loading in tractor trolley.	Per chamber	175		
3	Repair of damaged chambers in sewerage/drainage line on labour basis.	Per chamber	200		
4	Cleaning of open drainage by removal of plants, soil, metal scrap/ any other material in the open drain and up to 50 mtr disposal of the rubbish including loading in tractor trolley	Rmtr	5000		
		Total		Rs.	
IN WORDS					

Annexure "J" (b)**BASIS OF OFFER**

1	Technological Man Hours required		6048
2	Technological Man Days required		756
	(figure of Sl no.1 divided by 8		
3.(i)	Minimum wages /day of Appropriate Government	Rs	301.63
	as applicable at present Rs 301.63		
3.(ii)	Additional Amount /day	(76.92+46.16)	Rs 123.08
4	Total of wages per day(Sl.no.3(i) +3(ii)	Rs	424.71
5	Total Minimum Wage (sl 2 x 4)	Rs	321080.76
6	Provision for extra wages @ 5% of sl no 5.	Rs	16054.04
7	Contingency @ 6% of Sl. NO 5 due to revision of DA rates & increase in Minimum wages accordingly .	Rs	19264.85
8	Contingency @ 6% of Sl. NO 6 due to revision of DA rates & increase in Minimum wages accordingly.	Rs	963.24
9	Total contingency (Sl. N. 7+8)	Rs	20228.09
10	PF/EDLI/Pension Employer's contribution @ 13.36% on Sl. No.5 & 7 coverage of maximum Rs.15000/-[(Sl. No. 2 x 15000/-) / 270 of 13.36%] x 12	Rs	45470.17
11	ESI Employer's contribution @ 4.75% (Calculated on Amount Sl. NO 5,6 & 9)	Rs	16974.74
12	Provision for uniform, uniform stitching charges, shoes, (Sl. No. 2/270 x Rs. 925).	Rs	2590.00
13	Provision of Personal Accident insurance (24x7) @ Rs. 500/- (Sl. No. 2/270 x Rs. 500/-)	Rs	1400.00
14	Contingency @ 20% of Sl. No. 13	Rs	280.00
15	Total (Sl. NO. 5+6+9+10+11+12 +13 + 14)	Rs	424077.80
16	Contractors commission (-----% of total of Sl. NO. 15)	Rs	-----
17	Statutory minimum Bonus @ 8.33 % of total minimum wages paid in the year	Rs	19600.00
18	Total (Sl. NO. 15 + 16 + 17)	Rs	-----
19	Service tax @ 15% of sl. No. 18	Rs	-----
20	Total Value of Contract (18 + 19)	Rs	-----

NOTE : (A) CONDITIONS FOR PRICE BID ANNEXURE "J'a" & "J'b"

(A) Conditions for price bid schedule: "j" for this tender enquiry.

1. Technical bid and price bid should be submitted in separate sealed envelopes. In case the bids are found in one single envelope the "bids" are liable to be rejected.
2. All the blank spaces in price bid (schedule: j (a)) at sl.no. D & E sl.no.16, 18, 19, 20 of the basis of offer (schedule: j (b)) of the price bid format should be filled by the contractor. If any fixed figure in the price bid format is changed then the bid shall be straightway rejected/ by-passed.
3. The total value of price bid that is the total of column e of price bid (schedule: j (a)) should match/tally with figure at sl.no. 18 of the basis of offer (schedule: j (b)) of the price bid. If these two values are different then the offer may be by-passed.
4. If any other addition is made or any condition is added by the bidder in the price bid format then the offer shall be by-passed.
5. Contractor has to comply with payment of minimum wages and other statutory levies as per provision of the respective acts.

(B) Guidelines for dealing with "discrepancy in words & figures – quoted in price bid".

In case of non-conformities/errors/discrepancies are observed between the quoted prices in figures and that in words, following guidelines are to be followed: -

- (a) In the price structure quoted for service contract, if there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the tenderer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall be govern and the unit price corrected accordingly.
- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- (d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the tenderer, the bid is liable to be ignored.

IN CASE MORE THAN ONE CONTRACTOR QUOTED THE L 1 (LOWEST AND TECHNICALLY ACCEPTED) RATES, THE WORK MAY BE AWARDED THROUGH DRAW OF LOTS.

Schedule: K

Annexure "I" गेट पास आवेदन प्रपत्र

(ठेकेदार के कर्मचारियों/आपूर्तिकर्ताओं/कोरियरसेवा कर्म0 आदि के उपयोग हेतु)

1. ठेकेदार का नाम
2. कार्य का स्वरूप
3. कार्य आदेश सं./दिनांक
4. कार्य आदेश अवधि
5. कार्य स्थल (विभाग कोड)
6. गेट का नाम जिससे प्रवेश /वर्हिगन होगा
7. कर्मचारी की डयूटी का समय

संविदा श्रमिक का व्यक्तिगत विवरण

(एक से अधिक संविदा श्रमिकों के आवेदन हेतु अलग से सूची संलग्न करें)

संविदा श्रमिक का नाम जन्म तिथि / आयु

पिता का नाम पहचान चिन्ह

स्थायी पतावर्तमान पता.....

शैक्षिक योग्यता

तकनीकी योग्यता.....

आधार न0.....मोबाइल न0.....

भविष्य निधि खाता संख्या

कर्मचारी रा.बी. निगम खाता संख्या

[illegible][illegible]

(संविदा श्रमिक के हस्ताक्षर/दिनांक)

कारखाना प्रबन्धक / शॉप प्रभारी के हस्ताक्षर ठेकेदार या उसके सुपरवाइजर के हस्ताक्षर

(दिनांक एवं मोहर सहित)

(दिनांक एवं मोहर सहित)

आवंटित गेट पास सं०..... दिनांकहस्ताक्षर आवंटनकर्ता.....

विभागाध्यक्ष-मा.सं./सं.श्र.प्र. प्रभारी के हस्ताक्षर

(दिनांक एवं मोहर सहित)

के०ओं०सू०ब० द्वारा भरने के लिए

पासों के विचाराधीन रहने तक से तक श्री

नियोजकको कारखाने में प्रवेश हेतु अनुमति दी जाती है।

पास संख्याजारी होने की तिथि से दिनोंकतक ही वैद्य होगी तथा प्रत्येक माह / तीन दिन के पश्चात 25 तारीख को के० औ० सु० बल द्वारा नवीनीकृत किया जायेगा।

हस्ताक्षर उप कमान्डेन्ट के० औ० सू० ब० इकाई

बी० एच० ई० एल० झाँसी (उ० प्र०)

I/We agree with the above

Signature of contractor with Seal

Executive In-Charge

Annexure "II"

FORM XIV

(See Rule 76)

Employment Card

Name and address of contractor

Nature of work and location of work

Name and address of Establishment

In/ under which contract is carried on

Name and address of Principal

Employer

1- Name of the workmen :.....

2- Serial no. In the register of

Workmen employed

3. Nature of employment / designation

4. Wage rate with particulars of unit

In case of Piece – work.

5. Wage Period

6. Tenure of employment

Remark

Annexure "III"

FORM XIII

(See Rule 75)

Register of workmen employed by contractor

Name and address of contractor

Nature of work and location of work

Name and address of Establishment

In/ under which contract is carried on

Name and address of Principal

S.N o.	Name and surname of workma n	Ag e an d se x	Father's Husband's Name	Nature of employmen t / designation	Permane nt home address of workmen (village and tehsil) and taluk and district	Local addres s	Date of comenceme nt of employmen t	Signature of thump impression of workmen	Date of termination of employmen t	Reason s for termin ation	Remark
1	2	3	4	5	6	7	8	9	10	11	12

Annexure "IV"

FORM XVII

[See rule 78(1) a (i)]

Register of Wages

Name and Address of Contractor
under

Name and address of Establishment in /

----- which contract is carried on -----

Nature and location of works -----

-----Name and address of Principal Employer

Wage period: Monthly -----

Sl. No.	Name of workman	Serial No. in the register of workman	Designation/nature of work done	No. of days worked	Units of works done
1	2	3	4	5	6

Amount of wages earned

Daily – rate of wages/piece rate	Basic wages	Dearness Allowances	Overtime	Other cash payments (Nature of payment to be indicated)	Total
7	8	9	10	11	12

Deductions, if any, (indicate nature)	Net amount paid	Signature /Thumb impression of workman	Initial of contractor or his representative
1	2	3	4

SIGNATURE OF THE CONTRACTOR

Verified that Wages disbursed to labours

mentioned in Sr No 2 through bank on -----(date)

(Sign & Seal of Executive Incharge)

I/We agree with the above
Signature of contractor with Seal

Executive In-Charge

PROFORMA OF BANK GUARANTEE (in lieu of security Deposit)

In Consideration of the **Bharat Heavy Electricals Limited** ¹ (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the companies Act, 1956 and having its registered office at ----- through its Unit at ----- (name of the unit) having agreed to exempt (Name of the Vendor/ Contractor/ Supplier) having its registered office at ----- ²(hereinafter called the said Contractor which term includes supplier), from demand under the terms and conditions of the contract reference No. ----- dates ----- ³ Valued at Rs. -- ----- (Rupees -----) ⁴ (hereinafter called the said contract) of security deposit for the due fulfilment by the said contractor of the terms and conditions contained in the said contract, on production of a Bank Guarantee for Rs. ----- ⁵ (Rupees ----- only) we -----(indicate the name and address of the Bank) having its head office at ----- (address of the head office) (hereinafter referred to as the Bank) at the request of ----- [Contractor (s)] do hereby undertake to pay to the Employer an amount not exceeding Rs. ----- in the event of any breach by the said Contractor(s) of any of the terms and conditions contained in the said contract.

We, ----- (indicate the name of the Bank), do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Employer. Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, Our liability under this guarantee shall be restricted to an amount not exceeding Rs. -----

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the contractor(s) shall have no claim against us for making such payment.

We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claim satisfied or discharged or till ----- ⁶ office /Department/Division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said contract have been fully and properly carried out by the said contractor(s) and also including the satisfactory performance of the equipment during guarantee period and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the ----- ⁷ we shall be discharged from all the liability under this guarantee thereafter.

We, (indicate the name of the Bank) further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

We, -----Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Not with standing, anything to the contrary contained hereinabove:

The liability of the Bank under this Guarantee shall not exceed -----⁸

This Guarantee shall be valid up to -----⁹

Unless the Bank is served a written claim or demand on or before -----¹⁰ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Date ----- Day of -----

For (indicate the name of the Bank)

(Signature Of Authorized signatory)

This date to be indicated should not be earlier than 60 days after the dates contemplated under the contract.

1. NAME AND ADDRESS OF THE EMPLOYER. I.E Bharat heavy Electricals limited
2. NAME AND ADDRESS OF THE VENDOR/CONTRACTOR/SUPPLIER.
3. DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE
4. PROJECT/SUPPLY DETAILS
5. BG AMOUNT IN FIGURES AND WORDS
6. VALIDITY DATE
7. DATE OF EXPIRY OF CLAIM PERIOD
8. BG AMOUNT IN FIGURES AND WORDS.
9. VALIDITY DATE
10. DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Unites are advised that expiry of claim period may be kept 2/3 months after validity date.
2. In Case of Bank Guarantees submitted by Foreign Vendors-
 - a. From Nationalized/Public sector/ private Sector/ Foreign banks (BG issued by Branches in india) can be accepted subject to the condition that the bank Guarantee should be enforceable in the town/city or at nearest branch where the unit is located i.e. demand can be presented at the Branch located in the town/city or at nearest branch where the unit is located.
 - b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the vendor country's Bank)
- B1. In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by any of the consortium Banks only will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter-Guarantee by Foreign Bank in favor of the Indian bank (BHEL's Consortium bank). It is advisable that all charges for issuance of Bank Guarantee/ Counter- guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
- B2. In case, Foreign vendors intend to provide BG from Overseas Branch of our Consortium bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at sl. No. B1 will required to be followed.
- B3. The BG issued may preferably be subject to uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.
- B4. The BG should clearly specify that the demand of other document can be presented in electronic form.