

# BHARAT HEAVY ELECTRICALS LIMITED, JHANSI



Department: Factory civil

TENDER ENQUIRY NO. FCX/1920011

DATE:- 18/06/2019



**TENDER DOCUMENT**  
**For Works Contract**  
**For Tender Enquiry No : FCX/1920011**

**For**  
**Supply of unskilled labour for Sanitation & Housekeeping work inside**  
**factory area.**

**Contact Person :**

Name : Anshuman Sharma  
Designation : Sr. Purchase Officer  
Email : anshuman.sharma@bhel.in  
PH : 0510 – 241 – 2784

**Tender Due Date 09/07/2019 at 13 :15 Hrs**  
**Tender Opening Date : 09/07/2019 at 14 :00 Hrs**

Rev .... Date .....	Short details of revision (In case of revision in tender document, otherwise NA)
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**MM Department**  
**BHEL, PO : BHEL, Jhansi 284120 (UP)**

We hereby accepted above (Signature & seal of bidder)

# BHARAT HEAVY ELECTRICALS LIMITED, JHANSI



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## Detail of bidder and Documents To Be Submitted Along With Technical Bid

Please number your documents in continuation with tender documents at bottom (footer) of page.

(कृपया निविदा प्रपत्र के साथ संलग्न किये गये अपने दस्तावेजों पर निविदा प्रपत्र के क्रम में पेज में सबसे नीचे पेज संख्या अंकित करें)

S.	Particular	Detail	
1.	Name of the firm		
2.	Name of the Proprietor/Partners		
3.	Address		
4.	Mobile No-		
5.	E-mail ID-		
Essential Documents			
	Particular	Detail	Page No
6.	Acceptance of Terms & conditions Signature on all pages without conditions of contractor	Submitted/ Not submitted	
7.	Blank price bid format duly signed by the contractor.	Submitted/ Not submitted	
8.	Copy of ESI Registration	ESI No-	
9.	Copy of PAN card	PAN No-	
10.	Copy of GST registration	GST No-	
11.	Self declaration as per as per annexure V on Rs 100 stamp paper .	Submitted/ Not submitted	
12.	Copy of ownership of firm (Refer page 9 point 10)	Submitted/ Not submitted	
13.	Reciept of tender fees deposition	Amt-	
14.	Reciept of EMD deposition	Amt-	

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<b>15.</b>	Copy of turn over for last three year (refer point 6 of page 08) <b>i. 2016-17</b> <b>ii. 2017-18</b> <b>iii. 2018-19</b>	Submitted/ Not submitted	
<b>16.</b>	Work Experience (refer point 8 page 9) <b>i. Work order</b> <b>ii. Completion Certificate</b> <b>iii. Bill of Quantity</b> <b>iv. Relevant TDS/TRACES (in case of Experience in private sector)</b>	Submitted/ Not submitted	
<b>Desirable Documents</b>			
<b>17.</b>	Copy of IncomTax return <b>i. 2016-17</b> <b>ii. 2017-18</b> <b>iii. 2018-19</b>	Submitted/ Not submitted	
<b>18.</b>	Copy of PF registration	PF No-	

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

Date :-

Signature With Name & Seal

We hereby accepted above (Signature & seal of bidder)

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### **PARTII: PRICE BID**

(Separate envelope)

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We hereby accepted above (Signature & seal of bidder)



## **NOTICE INVITING TENDER**



# BHARAT HEAVY ELECTRICALS LIMITED, JHANSI



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TENDER ENQUIRY NO. FCX/1920011

DATE:- 18/06/2019

## 1- NOTICE INVITING TENDER

S. No.	Particulars	Details
1	Name of work	Supply of unskilled labour for Sanitation & Housekeeping work inside factory area.
2	Estimated Value	Rs. <b>24.73</b> Lakhs
3	Tender Evaluation Criteria	(As per GTC issued by “Central Contracting Cell” of BHEL Jhansi.
4	Duration of the Contract	One Year
5	Last date of receipt of the Tender	(as on page # 1)
6	Date of opening Tender	(as on page # 1)
7	Address for submitting the tender	(as on page # 7)
8	Earnest Money Deposit (EMD)	Rs. 49465.00 /- (Rupees Four Lakhs Nine Thousand Four Hundred Sixty Five only )
9	Cost of tender (Non refundable)	Rs. <b>500.00</b> plus (18% GST as payable at BHEL cash office through POS machine or RTGS/ NEFT/IMPS/EFT/ECS in BHEL account mentioned below)
10	Validity of Offer	120 days
11	Defect liability period	Nil

**Note:** 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 ; IFSC Code:- 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”

**Note : BHEL takes no responsibility for any delay / loss of documents or correspondence sent by courier or post. Late tenders shall be rejected outright.**

The techno-commercial bid comprising (i) all its sections, (ii) all enclosures in support of various clauses and requirements and (iii) EMD, shall be duly signed and sent in a sealed envelope boldly super-scribing “PART-I TECHNO COMMERCIAL BID FOR ‘Supply of unskilled labour for Sanitation & Housekeeping work inside factory area. Similarly the Price-bid must be duly signed and sent in a sealed envelope boldly super-scribing “PART-II PRICE BID Supply of unskilled labour for Sanitation & Housekeeping work inside factory area. Both these envelopes **shall be placed inside 3<sup>rd</sup> sealed envelope super-scribing**” duly signed and sent in a sealed envelope boldly super-scribing “Supply of unskilled labour for Sanitation & Housekeeping work inside factory area.

We hereby accepted above (Signature & seal of bidder)

# BHARAT HEAVY ELECTRICALS LIMITED, JHANSI



**Department: Factory civil**

**TENDER ENQUIRY NO. FCX/1920011**

**DATE:- 18/06/2019**

**The tender shall be addressed to as follows:**

Anshuman Sharma

**Designation:** Sr. Purchase Officer

Email: anshuman.sharma@bhel.in

PH : 0510 – 241 – 2784 Sealed Tenders can be submitted (i) personally, (ii) by Courier, or (iii) by post.

If submitted personally

Tender Box  
CISF Control Room/Office  
Administrative Building  
Bharat Heavy Electricals Limited  
Jhansi-284120 (U P)

Or

If sent through Courier / Post  
Office of  
Anshuman Sharma  
CMM Department  
BHEL, JHANSI - 284120  
PH NO. 0510 2412784,

**Part-I Techno Commercial bid:**

Part I of the sealed tenders alone will be opened by BHEL in the presence of tenderers who are present at the time & place of opening. A signed blank price-bid copy should be enclosed with this bid. The spaces for prices should be crossed (x).

**Part-II Price bid:**

The price bid should contain prices only. Price bid will be opened only for the parties who qualify in techno commercial bid.

## TO BE SIGNED BY THE TENDERER

Certified that all Sections of the Tender have been read / complied & agreed to, and each page of the tender offer has been signed & stamped.

(Signature of Authorized person(s))

**Name and designation of Authorized Person(s)**

We hereby accepted above (Signature & seal of bidder)

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## WORK SPECIFICATION

### Brief Description of work

Scope of work is given below-

S.N o	DESCRIPTION OF ITEM
I	शोपोँ में सफाई - शोपोँ एवम उनके ऑफिसो में बास व नारियल की डंडे वाली झाड़ू से सफाई करना व कालम, फर्नीचर आदि के पीछे से साफ करना व सफाई के पश्चात कूड़ा कचरा डस्टबीन में पालीथीन गत्ता कचरा को अलग अलग फैंकना ( झाड़ू इत्यादि भेल द्वारा मुफ्त उपलब्ध कराया जायेगा ।
1	Loco Assembly old (aprox area 4032 sqm)
2	Loco Deisel shop (aprox area 2592 sqm)
3	Loco Bogie shop old (aprox area 2652 sqm)
4	Loco Bogie shop new (aprox area 2652 sqm)
5	Store attched to Bogie shop (aprox area 720 sqm)
6	Loco Testing Old (aprox area 720 sqm)
7	Loco Testing new (aprox area 720 sqm)
II	शोपोँ में पौछा कार्य - डंडे में काटन के कपडे बांधकर पानी में फिनायल मिलाकर पौछा लगाना ( झाड़ू फिनायल पौछा इत्यादि भेल द्वारा मुफ्त उपलब्ध कराया जायेगा ।
8	Bay 6 (अपोक्सी फर्स पर) (aprox area 2808 sqm)
9	Bay 11 (अपोक्सी फर्स पर) (aprox area 4032 sqm)
10	Between bay 9 bay 10 on epoxy flooring (aprox area 308 sqm)
III	ओफिसो की सफाई ( ओफिसो में फूल झाड़ू से झाड़ू लगाना तथा ओफिसो की सफाई करना तथा सफाई के पश्चात इकठ्ठे हुये कूड़ा कचरा व प्रत्येक मेज के नीचे स्थित कूड़े दानो का कचरा डस्टबीन तक फैंकना ओफिस में डंडे में काटन के कपडे बांधकर पानी में फिनायल मिलाकर पौछा लगाना. ( झाड़ू फिनायल पौछा इत्यादि भेल द्वारा मुफ्त उपलब्ध कराया जायेगा ।)
11	ADM Building Ground floor, First floor, second floor and adm gate (aprox area 4586 sqm)
12	Telephone Exchange (aprox area 490 sqm)
13	Fire (aprox area 280 sqm)
14	HRD (aprox area 1000 sqm)
15	New Pump house (aprox area 240 sqm)

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16	Material Gate (aprox area 300 sqm)
17	Jayanti bhawan (aprox area 1416 sqm)
18	MainGate, Transport pool and First Aid (aprox 790 sqm)
19	Pump House (aprox area 235 sqm)
20	Loco Annexi (Site Office) (aprox area 1200 sqm)
21	Civil office (aprox area 600 sqm)
22	Feeder shop (aprox area 345 sqm)
23	6E&F Store (aprox area 300 sqm)
24	<b>टॉयलेट की सफाई - A Type</b> - (upto 3 nos WC sheet, urinal pot, wash basin) की टायलेट क्लीनर द्वारा सफाई करना , टायलेट मे स्थित मिरर की गीले कपडे एवं सूखे कपडे द्वारा सफाई करना तथा टायलेट मे स्थित टाइल्स की विम द्वारा सफाई करना तथा टायलेट मे फ्लश ,छत की सफाई करना तथा मकड़ी के जालो की सफाई करना व सफाई केपश्चात कूडा कचरा डस्टबीन तक फेंकना । विम, ब्रश, टायलेट क्लीनर आदि भेल द्वारा मुफ्त उपलब्ध कराया जायेगा
25	<b>टॉयलेट की सफाई - B Type</b> - (from 4 to 7 nos WC sheet, urinal pot, wash basin) की टायलेट क्लीनर द्वारा सफाई करना , टायलेट मे स्थित मिरर की गीले कपडे एवं सूखे कपडे द्वारा सफाई करना तथा टायलेट मे स्थित टाइल्स की विम द्वारा सफाई करना तथा टायलेट मे फ्लश ,छत की सफाई करना तथा मकड़ी के जालो की सफाई करना व सफाई केपश्चात कूडा कचरा डस्टबीन तक फेंकना । विम, ब्रश, टायलेट क्लीनर आदि भेल द्वारा मुफ्त उपलब्ध कराया जायेगा
26	<b>टॉयलेट की सफाई - C Type</b> - (from 8 to 11 nos WC sheet, urinal pot, wash basin) की टायलेट क्लीनर द्वारा सफाई करना , टायलेट मे स्थित मिरर की गीले कपडे एवं सूखे कपडे द्वारा सफाई करना तथा टायलेट मे स्थित टाइल्स की विम द्वारा सफाई करना तथा टायलेट मे फ्लश ,छत की सफाई करना तथा मकड़ी के जालो की सफाई करना व सफाई केपश्चात कूडा कचरा डस्टबीन तक फेंकना । विम, ब्रश, टायलेट क्लीनर आदि भेल द्वारा मुफ्त उपलब्ध कराया जायेगा ।
27	<b>टॉयलेट की सफाई - D Type</b> - (from 12 to 16 nos WC sheet, urinal pot, wash basin) की टायलेट क्लीनर द्वारा सफाई करना , टायलेट मे स्थित मिरर की गीले कपडे एवं सूखे कपडे द्वारा सफाई करना तथा टायलेट मे स्थित टाइल्स की विम द्वारा सफाई करना तथा टायलेट मे फ्लश ,छत की सफाई करना तथा मकड़ी के जालो की सफाई करना व सफाई केपश्चात कूडा कचरा डस्टबीन तक फेंकना । विम, ब्रश, टायलेट क्लीनर आदि भेल द्वारा मुफ्त उपलब्ध कराया जायेगा
28	<b>Pantry</b> सफाई करना तथा टाइल्स की विम द्वारा सफाई करना तथा छत की सफाई करना तथा मकड़ी के जालो की सफाई करना व सफाई केपश्चात कूडा कचरा डस्टबीन तक फेंकना ब्रश इत्यादि की व्यवस्था ठेकेदार द्वारा की जायेगी । टायलेट क्लीनर भेल द्वारा मुफ्त उपलब्ध कराया जायेगा
29	<b>Drinking Area (open )</b> की सिंक की सफाई करना तथा टाइल्स की विम द्वारा सफाई करना तथा छत की सफाई करना तथा मकड़ी के जालो की सफाई करना व सफाई केपश्चात कूडा कचरा डस्टबीन तक फेंकना ब्रश इत्यादि की व्यवस्था ठेकेदार द्वारा की जायेगी । टायलेट क्लीनर भेल द्वारा मुफ्त उपलब्ध कराया जायेगा
30	<b>Drinking Area</b> की सिंक की सफाई करना तथा टाइल्स की विम द्वारा सफाई करना तथा छत की सफाई करना तथा मकड़ी के जालो की सफाई करना व सफाई केपश्चात कूडा कचरा डस्टबीन तक फेंकना ब्रश इत्यादि की व्यवस्था ठेकेदार द्वारा की जायेगी । टायलेट क्लीनर भेल द्वारा मुफ्त उपलब्ध कराया जायेगा

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31	<b>कारखाना क्षेत्र मे स्थित सडक की सफाई</b> - कारखाना परिसर मे स्थित सभी सडक की बास व नारियल की डंडे वाली झाड़ू से सफाई करना व सफाई के पश्चात कूड़ा कचरे को नज़दीक वाली डस्टबीन तक फैंकना झाड़ू इत्यादि भेल द्वारा मुफ्त उपलब्ध कराया जायेगा
32	<b>कारखाना क्षेत्र मे स्थित मैदान पार्को की सफाई</b> - कारखाना परिसर मे स्थित सभी पार्को की बास व नारियल की डंडे वाली झाड़ू से सफाई करना व सफाई के पश्चात कूड़ा कचरे को नज़दीक वाली डस्टबीन तक फैंकना झाड़ू इत्यादि भेल द्वारा मुफ्त उपलब्ध कराया जायेगा
33	<b>चौक सीवर लाइन की सफाई</b> - कारखाना क्षेत्र मे स्थित सीवर लाइन की सफाई करना व सफाई के पश्चात कूड़ा कचरे को डस्टबीन तक फैंकना चौक रिमूवर, छड इत्यादि भेल द्वारा मुफ्त उपलब्ध कराया जायेगा
34	<b>चौक ड्रेनेज लाइन की सफाई</b> - कारखाना क्षेत्र मे स्थित ड्रेनेज लाइन की सफाई करना व सफाई के पश्चात कूड़ा कचरे को डस्टबीन तक फैंकना चौक रिमूवर, छड इत्यादि भेल द्वारा मुफ्त उपलब्ध कराया जायेगा
35	ओक्सीडेशन पोंड का सफाई एक माह तक करना ओक्सीडेशन पोंड परिसर की जंगल घास काटना एवम इकट्ठा करना ओक्सीडेशन पोंड की इनलेट एवम आउटलेट की रीडिंग दिन में चार बार लेना रख-रखाव, संचालन मे सहायता एवं आस-पास की सफाई इत्यादि तलवार कुलाडी इत्यादि भेल द्वारा मुफ्त उपलब्ध कराया जायेगा ।
36	कारखाना क्षेत्र मे मरे हुए जानवर को उठाकर ट्रैक्टर में डालना । ट्रैक्टर इत्यादि भेल द्वारा मुफ्त उपलब्ध कराया जायेगा ।
37	शिकायत निवारण कारखाने में सफाई (झाड़ू पोंछा कर सफाई करना ) की विभिन्न प्रकार की शिकायतों का निवारण करना (aprox area 50 sqm तक)
38	शिकायत निवारण कारखाने में सफाई (झाड़ू पोंछा कर सफाई करना ) की विभिन्न प्रकार की शिकायतों का निवारण करना (aprox area 50-100 sqm तक)
39	शोपों में सफाई (aprox area 3000-5000 sqm तक वे- 000/1/2/ 3/ 4/ 5/ 8/ 9/10/ 11/ (वेपर फेस, गुणता कार्यालय, M G हॉऊस बे9- और बे -10 के बीच का गलियारा प्लांट पेयजल एरिया, और कार्यालय)/ (TRANSFORMER TESTING IMPULS TESTING ,शिपिंग)/ (CDC सब स्टेशन)/ <b>नयी लोको असेम्बली</b> शोप इनमें से कोई भी) शोपों एवम उनके ऑफिसो में बास व नारियल की डंडे वाली झाड़ू से सफाई करना व कालम, फर्नीचर आदि के पीछे से साफ करना व सफाई के पश्चात कूड़ा कचरा डस्टबीन में पालीथीन गत्ता कचरा को अलग अलग फैंकना ( झाड़ू इत्यादि भेल द्वारा मुफ्त उपलब्ध कराया जायेगा ।
40	शोपों / ऑफिस/ स्टोर में सफाई (aprox area 3000 sqm तक वे -0/ 00/ 6/ 7/ लेडीस एनेक्सी बे -8 स्टॉर/ ट्रांसफार्मर एनेक्सी (TRE, TRP कार्यालय) / मुख्य भंडार / न्यू शिपिंग और खुला प्लेटफोर्म इनमें से कोई भी)। शोपों/ऑफिसो में बास व नारियल की डंडे वाली झाड़ू से सफाई करना व कालम, फर्नीचर आदि के पीछे से साफ करना व सफाई के पश्चात कूड़ा कचरा डस्टबीन में पालीथीन गत्ता कचरा को अलग अलग फैंकना ( झाड़ू इत्यादि भेल द्वारा मुफ्त उपलब्ध कराया जायेगा ।
41	WES के ऑफिस वर्कशॉप कम्प्रेसर बॉयलर लैव ((aprox area 1400 sqm)
42	कारखाना परिसर में विभिन्न प्रकार के निकलने वाले कचरे (पालीथीन, गत्ता, पेपर, एवं झाड़ू के पश्चात् निकलने वाले कचरे) को अलग-अलग करना एवं ट्रैक्टर ट्रॉली में लोड करना तथा उचित स्थान पर अनलोड करना ।

**Note- The scope of work is only indicative not exhaustive and will include any other activities apart from above necessary for completing the subject work.**

We hereby accepted above (Signature & seal of bidder)



**Qualifying Requirements**

1. **Average financial turnover:** Average annual financial turnover during the last three years, ending 31-March -2019 (i.e. FY-2016-17, FY-2017-18 and FY-2018-19) applicable as per norm shall be at least **Rs 7.42 Lakh**. Duly audited financial statement/balance sheet/certified by CA to be submitted as supporting documents. If not all balance, sheet / financial statement are available for three years than the average shall be calculated by dividing the sum of turnover of submitted balance sheet/certificate from CA/Financial statement by three.

**Note:** Provisional turnover for the financial year 2018-19 duly certified by C.A. shall also be acceptable for evaluation purpose.

2. Experience of having successfully completed similar works during last 7 years ending on 31 May 2019 should be either of the following: -

(a) Three similar completed works each costing not less than the amount equal to Rs. **9.89** Lakhs.

Or

(b) Two similar completed works each costing not less than the amount equal to Rs. **12.36** Lakhs.

Or

(c) One similar completed work, costing not less than the amount equal to Rs. **19.78** Lakhs.

**Definition of similar work** - All type of works/Service/labour supply contract.

3. Documentary proof (Execution Certificate/LOI/Work order) for the experience to be submitted along with Technical Bid. In case of experience in Private Sector relevant TDS/ Traces Certificate must be attached as evidence.

**Other Requirments –**

1. PAN number to be submitted.
2. Should have GST number (PAN based).
3. Undertaking duly signed, with seal and stamp of the Bidder, on Stamp Paper of Rs 100/- as per annexure "V"
4. Should have independent ESI Code number.
5. Blank Price Bid as per Labour Contract – JS 471
6. Taxes & Duries, Payment Terms, Bonus & LD Clause will be as per GTC issued by "Central Contracting Cell" of BHEL Jhansi.
7. Documentary proof in support of above eligibility criteria along with EMD shall be submitted along with Techno Commercial Bid.
8. The documents required for legal entities under whose name and style Contractor
  - a. Has participated in the tender are as follows:
    - (i) Partnership Firm: Partnership Deed & registration certificate issued by office of registrar of Firms.
    - (ii) Company: Certified copy Memorandum of Association, Article of Association and Incorporation Certificate.
    - c. (iii) Society: Registration certificate issued by Registrar of societies.
    - d. (iv) Sole Proprietor-ship: Undertaking on oath (Rs. 100 stamp paper) that Proprietor is solely responsible for all rights and liabilities while working under the name and style of Sole Proprietorship firm namely (\_\_\_\_\_)



**GENERAL TERMS AND CONDITIONS OF ENQUIRY (JHS2055B R01)**

**UPLOADED IN SPERATE FILE -PAGE NO 01 TO 14**  
**(To be signed by contractor and submitted along with bid.)**

# BHARAT HEAVY ELECTRICALS LIMITED, JHANSI



Department: Factory civil

TENDER ENQUIRY NO. FCX/1920011

DATE:- 18/06/2019

## MATERIALS FOR ISSUE TO THE CONTRACTOR

### SCHEDULE "A"

S No.	Particulars	Rs
1-	All Material provided by BHEL	Free of cost

### SCHEDULE "B"

Sl. No.	T & P	Rates
1	All Tools & Plants	Free of cost

### SCHEDULE "C"

#### LEAD STATE MENT

S NO	Name of Material	Name of source	Lead particulars
1	Nil	-	-

## 1. SPECIAL CONDITIONS OF CONTRACT FOR CIVIL WORK

We hereby accepted above (Signature & seal of bidder)

# BHARAT HEAVY ELECTRICALS LIMITED, JHANSI



## Department: Factory civil

**TENDER ENQUIRY NO. FCX/1920011**

**DATE:- 18/06/2019**

- a) These special conditions supplement the conditions enumerated in the tender and contract and the other general conditions of contract and form part of the contract documents. Where these special conditions are at variance with the general conditions of contract these special conditions shall prevail.
- b) The rate quoted for reinforced cement concrete items shall include smooth finishing of exposed faces. The top surfaces of roof slab shall be laid to specified slope and mortar that comes to surface due to vibrations shall be trowel led so as to obtain smooth and even surface.
- c) The BHEL reserves the right to deviate either by additions or by deductions from the schedule of items of work given in the tender document after awarding work.
- d) In case of any difference between agreement, wording and detailed drawings the interpretation of the BHEL shall be final and binding on the contractor.
- e) The final acceptance of work in all items are subject to proper performance after testing regardless of whether the items are paid for or not.
- f) If discrepancy in specifications observed between schedule of quantities and general / technical conditions, the specifications in schedule of quantities will have precedence over the general / technical conditions.
- g) Water will be supplied free of cost at one point for drinking and construction.
- h) Quantity records shall be prepared, maintained and submitted by contractor on regular basis during the course of execution. Test records shall be prepared, maintained and submitted by contractor during the course of execution and as demanded by Engineer-In-Charge. Contractor shall strictly adhere to quality requirements and shall follow the norms mentioned in Field Quality Plan (if applicable).
- i) In case of defective work BHEL will have full right to reject the work or part thereof. Such defective work if any, will have to be rectified by the contractor at his own cost. The opinion of Engineer in charge shall be final in this matter. If the defective work is allowed to stand BHEL shall have the absolute right to reduce the rates for such items and the contractor shall have no claims over such defective work allowed on reduced rates.
- j) The contractor shall have to make his own storage sheds for materials to be issued by BHEL. If deemed necessary by engineer in charge, the contractor shall make separate store for cement with double lock system. The empty cement bags shall be stocked at one place and at least 90% of them shall be returned to BHEL at BHEL stores in good condition without any additional payment. Therefore, if the total quantity of 90% empty cement bags is not returned by the contractor, the same will be recovered at the rate of Rs 3/- per bag from the bills.
- k) For all natural minerals used in the work like sand, aggregate, bricks, etc royalty certificate (MM-11) must be submitted along with bills. If royalty certificate is not submitted the cost of royalty shall be deducted from contractors bill as per prevailing Govt. order including penalty as applicable.
- l) Any electric power required for contractors' lighting/machinery for the purpose of work including fabrication work shall be supplied FREE OF COST at one point by the company on the written request of the contractor, subject to the observance of rules and regulations of Electric board / company. If it is observed that power is being wasted, BHEL shall have the right to recover cost of such consumption including arrears. Power will not be allowed for cooking and room (air) heating in winter season: For this purpose, on written application chargeable power can be allowed. The rates shall be the rates applicable for industrial consumption in U.P.

## 2. TAXES AND DUTIES

We hereby accepted above (Signature & seal of bidder)



## Department: Factory civil

**TENDER ENQUIRY NO. FCX/1920011**

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- a) Price quoted shall include all taxes/Duties/Royalties applicable as on date of submission of tender except GST.
- b) GST (as applicable) shall be payable additionally to the contractor at actuals at the rate prevailing at the time of execution against submission of GST registration no and production of documentary proof of payment of GST to the concerned Govt. Deptt. (as applicable).
- c) No claim shall be admissible on account of upward or downward revision in rate of existing taxes & duties (except GST as applicable) subsequent to bid submission. However, if any new taxes & duties are introduced subsequent to bid submission and during the currency of the contract including its extension if any for the reasons not attributable to the contractor, the same shall be reimbursed at actual against documentary evidence of remittance by the contractor. In case the contract period is extended for the reasons attributable to the contractor, no such reimbursement shall be made during extended period.
- d) Income Tax & other deductible tax (if any) shall be deducted at source (TDS) as per prevailing rules and certificate to this effect shall be provided to the contractor.
- e) Contractor to ensure timely remittance of SGST, CGST, IGST as applicable in time as per law.
- f) Contractor to ensure compliance to filing of monthly GST sales return including BHELs supplies by 10th of next calendar month in the online GST portal wherever applicable.
- g) Contractor to declare filing of timely returns and GST remittance/likely remittance /ITC adjustment along with invoice.
- h) Contractor to submit invoices compliant with GST invoice rules.
- i) Contractor to comply with all statutory provisions as may be applicable at the time of dispatch/sale. Any additional financial liability to BHEL on account of non-compliance by contractors shall be borne by them and shall be adjusted/ recovered from the contractor. BHEL reserves the right to review the existing offers/contracts for any revision in terms, which may arise due to change in any statutory provision to ensure that the benefit accrues to BHEL.
- j) Contractor to ensure TAX INVOICE submission to BHEL.
- k) In respect of cases where the liability to discharge GST in on BHEL under reverse charge mechanism, contractors have to ensure timely submission of invoices and delivery of material/services to BHEL, so that there is no mismatch on both activities. In case there is any additional financial liability on BHEL on account of default on the part of the contractor on submission or delivery of material/services the same shall be passed on to them.
- l) In respect of free issue material by BHEL, contractors have to return the processed material within the time line as per the provisions of GST. In case of any additional tax liability on BHEL on account of non- compliance by the contractor, the additional financial implications on BHEL shall be passed on to the contractor.
- m) Contractors to provide the applicable HSN/SAC codes as called for in the enquiry.
- n) As per provisions of section 171 of the CGST ACT 2017, bidders to pass on the anti - profiteering benefits accruing to them under GST regime to BHEL.
- o) In case of input credit is not available as denied by GST Portal due to in proper documentation or wrong uploading of data by bidder, the same will be recovered from bidder along with interest, if any.

### **3. PROVISION OF BONUS**

Early completion of work is acceptable by BHEL. However no reward/bonus on any early closure shall be admissible.

### **4. OVER RUN COMPENSATION (ORC)**

Not applicable in this contract.

We hereby accepted above (Signature & seal of bidder)





### 5. PRICE VARIATION COMPENSATION (PVC)

Not applicable in this contract.

### 6. MATERIAL HANDLING AND STORAGE

Adequate arrangement be made for material handling & storage taking due care against damages.

### 7. ACCOUNTING

- a) Proper method of accounting of steel, tore steel, cement & scrap material be followed. The books of such accounting be offered for auditing by BHEL at pre-decided regular interval.
- b) All debris and surplus materials shall be cleared from the site as and when directed by the Engineer-in-charge. Any temporary structure / stores made by the contractor for the work shall be demolished and site cleared before payment of final bill.
- c) Structural steel wastage /scrap shall be permissible upto 2% of total quantity of issued quantity. The wastage /scrap steel must be return by contract for reconciliation of steel. Wastage scrap beyond 2% will deducted @ Rs.75 per kg.

### 8. Overpayments and Underpayments:

- a) Where-ever any claim for the payment of a sum of money to the company/ corporation arises out of or under this contract against the contractor the same may be deducted by the company/ corporation from any sum then due or which at any time thereafter may become due to the contractor under this contract and failing that under any other contract with the company/ corporation or from any other sum due to the contractor from the company/ contractor (which may be available with the company/ corporation) or from his security deposit, or he shall pay to claim on demand.
- b) The company/ corporation reserves the right to carry out post-payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. the company/ corporation further reserves the right to enforce recovery of any overpayment when detected, notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under this contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.
- c) If a result of such audit and technical examination any overpayment is discovered in respect of any work done by the contractor or alleged to have been done by him under the contract, it shall be recovered by the company/ corporation from the contractor by any or all of the methods prescribed above or if any under payment is discovered, the amount shall be duly paid to the contractor by the company/ corporation.
- d) Provided that the aforesaid right of the company/ corporation to adjust over payments against amounts due to the contractors under any other contract with the company/ corporation shall not extend beyond the periods of two years from the date of payment of the final bill or in case the final bill is a MINUS bill, from the date the amount payable by the contractor under the MINUS final bill is communicated to the contractor.
- e) Any amount due to the contractor under this contract for under payment may be adjusted against any amount then due or which may at any time thereafter become due before payment is made to the contractor, from him to the company/ corporation on any other contract or account whatsoever.

### 9. Methods of Measurements

Except where any general or detailed description of the work in quantities expressly shows the contrary, schedule of quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the schedule of rates – specification notwithstanding any provision in the relevant standard method of

We hereby accepted above (Signature & seal of bidder)



# BHARAT HEAVY ELECTRICALS LIMITED, JHANSI



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measurement or any general or local custom. In the case of items which are not covered by the CPWD schedule of rates – specification, measurement shall be taken in accordance with the relevant standard method of measurement issued by the Indian standards institution.

### 10. Time Limit for Payment of Final Bill

The final bill shall be submitted by the contractor within three months of physical completion of the works. No further claim shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute and of items in disputes of quantities and at rates as approved by Engineer-in-charge, shall be made six month, the period being reckoned from the date of receipt of the bill by the Engineer-in-charge. After payment of the amount of the final bill payable as aforesaid has been made, the contractor may if he so desires, reconsider his position in respect of the disputed portion of the final bill and if he fails to do so within 90 days, his disputed claim shall be dealt with as provided in the contract.

### 11. Total Scope at a Glance

S.No.	Description	Scope of	
		BHEL	Bidder
1	<b>Open space</b>		
1.1	Open space for storage of material required.	Yes	
1.2	For fabrication.	Yes	
1.3	Covered/ready to use office rooms for projects.		Yes
1.4	Space for lodging for workers (Outside factory premises)		Yes
2	<b>For living purpose of bidder staff</b>		
2.1	Lodging & Boarding for Executives.		Yes
2.2	Lodging & Boarding for Workers.		Yes
3	<b>Electricity</b>		
3.1	Provision of electricity at single point.	Yes	
3.2	Further distribution of Electricity including required material and execution.	Yes	
4	<b>Water Supply</b>		
4.1	Making the water available at single point	Yes	
4.2	Further distribution as per the requirement of work including supply of material and execution.	Yes	
5	<b>Transportation</b>		
5.1	For project purposes	Yes	
5.2	For the site personnel of the bidder	Yes	
5.3	For the bidder equipment and consumables (T & P, Consumables etc.)	Yes	
6	<b>Lighting</b>		
6.1	For Construction work (Supply of all the necessary materials & Execution)		
A	At office storage area	Yes	
B	At the preassembly area	Yes	
C	At the construction site /area	Yes	
7	<b>Communication Facility for site operation</b>		
7.1	Telephone, internet, e-mail etc.	Yes	
8	Shop Crane, if available (Free of Cost)	Yes	

We hereby accepted above (Signature & seal of bidder)

# BHARAT HEAVY ELECTRICALS LIMITED, JHANSI



Department: Factory civil

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गेट पास आवेदन प्रपत्र

Annexure "I"

(टेकेदार के कर्मचारियों/आपूर्तिकर्ताओं/कोरियर सेवा कर्म0 आदि के उपयोग हेतु)

1. टेकेदार का नाम .....
2. कार्य का स्वरूप .....
3. कार्य आदेश सं./दिनोंक .....
4. कार्य आदेश अवधि .....
5. कार्य स्थल (विभाग) .....
6. गेट का नाम जिससे प्रवेश /वर्हिगन होगा .....
7. कर्मचारी की ड्यूटी 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 पता .....वर्तमान पता.....

शैक्षिक योग्यता .....तकनीकी योग्यता .....

आधार कार्ड संख्या..... मोबाइल नं. ....

भविष्य निधि खाता संख्या .....कर्मचारी रा.बी निगम खाता सं.....

(संविदा श्रमिक के हस्ताक्षर/दिनोंक)

कारखाना प्रबन्धक /शॉप प्रभारी के हस्ताक्षर

(दिनोंक एवं मोहर सहित)

टेकेदार या उसके सुपरवाइजर के हस्ताक्षर

(दिनोंक एवं मोहर सहित)

आवंटित गेट पास सं0..... दिनोंक .....हस्ताक्षर आवंटनकर्ता.....

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

(दिनोंक एवं मोहर सहित)

के0ओ0सु0ब0 द्वारा भरने के लिए

पासों के विचाराधीन रहने तक .....से.....तक श्री .....

नियोजक .....को कारखाने में प्रवेश हेतु अनुमति दी जाती है।

पास संख्या .....जारी होने की तिथि से दिनोंक .....तक ही वैध होगी तथा प्रत्येक माह / तीन दिन के पश्चात 25 तारीख को के0 औ0 सु0 बल द्वारा नवीनीकृत किया जायेगा।

हस्ताक्षर उप कमान्डेन्ट के0 औ0 सु0 ब0 इकाई

बी0 एच0 ई0 एल0 झॉसी (उ0 प्र0)

We hereby accepted above (Signature & seal of bidder)

# BHARAT HEAVY ELECTRICALS LIMITED, JHANSI



Department: Factory civil

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DATE:- 18/06/2019

FORM XIV

Annexure "II"

(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 .....

We hereby accepted above (Signature & seal of bidder)

# BHARAT HEAVY ELECTRICALS LIMITED, JHANSI



Department: Factory civil

TENDER ENQUIRY NO. FCX/1920011

DATE:- 18/06/2019

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.No.	Name and surname of workman	Age and sex	Father's Husband's Name	Nature of employment / designation	Permanent home address of workmen (village and tehsil) and taluk and district	Local address	Date of commencement of employment	Signature of thumb impression of workmen	Date of termination of employment	Reasons for termination	Remark

Note: Register of wages as per form XVII is mandatory to be maintained for each month.

We hereby accepted above (Signature & seal of bidder)

# BHARAT HEAVY ELECTRICALS LIMITED, JHANSI



Department: Factory civil

TENDER ENQUIRY NO. FCX/1920011

DATE:- 18/06/2019

Annexure "IV"

## FORM XVII

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

Register of Wages

Name and Address of Contractor

Name and address of Establishment in / under

----- 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) ---

(Executive Incharge)

We hereby accepted above (Signature & seal of bidder)



**Self-Declaration**

1. I / We have not been found guilty by a Court of law in India for any crimes of fraud, dishonesty or moral turpitude.
2. I / We are not been blacklisted/under hold/banned or delisted by BHEL Jhansi or any Unit/office of BHEL or any other organization, before or till, on the date of tender opening.
3. I / We shall not be influenced by anyone in deployment of labour, for this contract.
4. I / We will deploy persons preferably with experience developed in BHEL Jhansi, for this contract.
5. I / We will ensure that the manpower deployed for this contract shall be competent to carry out the assigned task.
6. I / We shall deploy manpower after acceptance of the Head of the Executing Department.
7. I / We agree that BHEL shall reserve the right to reject any labour deployed – if found not having the requisite documents, proficiency, experience, etc for the relevant task, or if found involved in any misconduct.
8. I / We undertake that we shall pay minimum wages to the labour employed by us for this contract, and also undertake to abide by all statutory and regulatory requirements, as also to the references, terms and conditions mentioned in the tender document, while carrying out work at BHEL Jhansi.

**(Signature of the Contractor with Name. Designation & Seal)**

**Note: On Rs. 100/- Stamp paper.**

# BHARAT HEAVY ELECTRICALS LIMITED, JHANSI



Department: Factory civil

TENDER ENQUIRY NO. FCX/1920011

DATE:- 18/06/2019

Annexure VI

## CONTRACT AGREEMENT

THIS AGREEMENT MADE THIS \_\_\_\_ DAY OF \_\_\_\_ between BHARAT HEAVY ELECTRICALS LIMITED, Jhansi (A Government of India Enterprise) a Company incorporated under the Companies Act 1956, having its registered office at BHEL House, Siri Fort, New Delhi – 110 049 (hereinafter called BHEL) of the ONE PART

AND

M/s \_\_\_\_\_ (hereinafter called the 'Contractor') of the SECOND PART WHEREAS M/s \_\_\_\_\_ State that they have acquired and possess extensive experience in the field of \_\_\_\_\_. And whereas in response to an Invitation to Tender No. \_\_\_\_\_ issued by BHEL for the execution of \_\_\_\_\_. The Contractor submitted their offer And whereas BHEL has accepted the offer of the Contractor on terms and conditions specified in the work order No. \_\_\_\_\_ dated: \_\_\_\_\_ read with the reference cited therein.

THIS AGREEMENT WITNESSESS AND it is hereby agreed by and between the parties as follows: That the Contractor shall execute the work of \_\_\_\_\_ and more particularly described in Tender specification (hereinafter called the said works ) in accordance with and subject to terms and conditions contained in these presents, Instructions to Tenderers, General Terms and Conditions of Enquiry , Special Conditions, annexure, work order No. \_\_\_\_\_ dated: \_\_\_\_\_ and such other instructions, drawings, specifications given to him from time to time by BHEL. The Contractor is required to furnish to BHEL Security Deposit in the forms of cash/approved securities / Bank Guarantee valid up to \_\_\_\_\_ for a sum of Rs \_\_\_\_\_ only towards satisfactory performance and completion of the Contract.

The Contractor has furnished a Guarantee for a sum of Rs \_\_\_\_\_ in favour of BHEL towards Security Deposit Bank Guarantee No. \_\_\_\_\_ of \_\_\_\_\_ Bank , Branch \_\_\_\_\_

That in consideration of the payments to be made to the contractor by BHEL in accordance with this Agreement the Contractor hereby convenience and undertakes with BHEL that they shall execute, construct, complete the works in conformity, in all respects, with the terms and conditions specified in this Agreement and the documents governing the same.

That the Contractor shall be deemed to have carefully examined this Agreement and the documents governing the same and to have satisfied himself as to the nature and character of the works to be executed by him

We hereby accepted above (Signature & seal of bidder)



**CONTRACT AGREEMENT**

That the Contractor shall carry out and complete the execution of the said works to the entire satisfaction of the Engineer or such other officer authorized by BHEL, within agreed time schedule, the time of completion being the essence of the Contract.

That BHEL shall, after proper scrutiny of the bills submitted by the Contractor; pay to him during the progress of the said works such sum as determined by BHEL in accordance with this Agreement.

That this Agreement shall be deemed to have come into force from the date on which the letter of intent has been issued to the Contractor. That whenever under this contract or otherwise, any sum of money shall be recoverable from a payable by the Contractor, the same may be deducted in the manner as set out in the General Conditions of Contract or other conditions governing this Agreement.

That all charges on account of Octroi, Terminal and other Taxes including sales tax or other duties on material obtained for execution of the said works shall be borne and paid by the Contractor.

That BHEL shall be entitled to deduct from the Contractor's running bills or otherwise Income Tax under Section 194 (C) of the Income Tax Act, 1961.

That BHEL shall be further entitled to recover from the running bills of the contractor or otherwise such sum as may be determined by BHEL from time to time in respect of consumables supplied by BHEL, hire charges for tools and plants issued (where applicable) and any other dues owed by the contractor.

That it is hereby agreed by and between the parties that non-exercise, forbearance or omission of any of the powers conferred on BHEL and/or any of its authorities will not in any manner constitute waiver of the conditions here to contained in these presents and the liability of the Contractor with respect to compensation payable to BHEL or Contractor's obligations shall remain unaffected.

The following documents shall also form part of & shall govern this Agreement:- (a) Invitation to Tender No. \_\_\_\_\_ dated: \_\_\_\_\_ and the documents Specified therein.



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(b) Contractor's Offer no \_\_\_\_\_ dated \_\_\_\_\_

(c) Work order No. \_\_\_\_\_ dated: \_\_\_\_\_

IN WITNESS HEREOF, the parties hereto have respectively set their signature in the presence of:

(CONTRACTOR)

To be signed by a person holding a valid Power of Attorney

WITNESS: -1. ....

2.....

(On behalf of Bharat heavy Electricals Ltd, Jhansi)

WITNESS: -

For and on behalf of Bharat Heavy Electricals Ltd, Jhansi

1 .....

1. ....

Enclosed: 100 Rs. stamp paper no. \_\_\_\_\_ is part of agreement.

We hereby accepted above (Signature & seal of bidder)

**Annexure VII****(Indemnity bond)****क्षतिपूर्ति बन्धनामा;**

सेवा में,

भारत हेवी इलेक्ट्रीकल्स लिमिटेड झांसी

द्वारा एकजीक्यूटिव डायरेक्टर भारत हेवी इलेक्ट्रीकल्स लिमिटेड झांसी

यह कि मैं ..... ठेकेदार आयु..... वर्ष पुत्र .....  
..... भारत हेवी इलेक्ट्रीकल्स लिमिटेड झांसी के पक्ष में निम्नलिखित क्षतिपूर्ति बन्धनामा  
निष्पादित करता हूँ:-

यह कि मुझ ठेकेदार निष्पादक को भारत हेवी इलेक्ट्रीकल्स लिमिटेड झांसी से  
कार्यादेश संख्या ..... दिनांक..... के अनुसार .....

..... के कार्य करने का ठेका मिला है और  
कार्यादेश के अन्तर्गत मुझे कार्य करने में श्रमिकों के साथ-साथ कार्य संपादन हेतु आवश्यक  
सामग्री ले जाने / उसे उचित स्थल पर पहुंचाने व इसके अतिरिक्त उक्त सामग्री के  
उपयोग करते समय या उसके उपरान्त किसी भी कारण से किसी भी प्रकार की दुर्घटना  
अथवा अन्य किसी भी कारण या प्रकार से किसी को कोई भी हानि हो सकती है। मैं उक्त  
ठेकेदार निष्पादक उक्त ठेके के कार्य निष्पादन में या उसके फलस्वरूप होने वाली हर प्रकार  
की हानि अन्य किसी भी प्रकार की कारित क्षति के लिये उत्तरदायी रहूंगा और  
भेल झांसी को इसके फलस्वरूप होने वाली समस्त क्षतियों की क्षतिपूर्तियों व अन्य समस्त  
क्षतियों की क्षतिपूर्तियों व अन्य समस्त राशियों के भुगतान करने के लिये बाध्य रहूंगा।

अतः यह क्षतिपूर्ति बन्धनामा (Indemnity Bond) आज दिनांक ..... को  
झांसी में साक्षियों की उपस्थितियों में निष्पादित किया ताकि वक्त जरूरत पर काम आवे।

हस्ताक्षर साक्षी

निष्पादक / ठेकेदार

1. हस्ताक्षर साक्षी

हस्ताक्षर

नाम:- .....

पिता का नाम ..... नाम .....

निवासी ..... पिता का नाम .....

निवासी .....

2. हस्ताक्षर साक्षी

नाम:- .....

पिता का नाम .....

निवासी .....

**Note: On Rs. 100/- Non-Judicial Stamp paper.**



**CHECKLIST FOR DOCUMENTS OF THE ENQUIRY FOR WORKS CONTRACTS**

1. Documents in support of the Pre Qualification Criteria
2. General Terms and Conditions of the Enquiry, duly signed, with seal and stamp of the Bidder.
3. Annexure-I -Photo Identity card issued by the Contractor to their labour for issue of Gate Pass
4. Annexure-II-Copy of employment card issued by Contractor to their worker
5. Annexure-III -Register to be maintained by Contractor towards the labour Employed
6. Annexure-IV -Statement of Wages of Labour employed by the Contractor.
7. Annexure V –Undertaking duly signed, with seal and stamp of the Bidder, on stamp Paper of Rs 100 /-
8. Annexure-VI -Agreement between BHEL and Contractor
9. Annexure-VII -Indemnity Bond to be submitted by Contractor
10. Annexure-VIII -Checklist for documents
11. Annexure-IX -Format for Bank Guarantee in lieu of Security Deposit
12. Format JS 146 -Price Bid Sheet for Works Contracts (in a separate envelope)
13. Format JS 472 – Blank Price Bid Sheet for Works Contracts
14. Tender Cost
15. EMD
16. Integrity Pact (if applicable) to be duly signed, with seal and stamp of the Bidder  
Bidder details with Contact name, address, phone no, e mail, PAN No, GSTIN No,
17. Aadhar number, UAN number (if any), Digital Signature Certificate for PF & ESI, etc.
18. Any other document as called for in the Enquiry.

I / we undertake that we shall submit the documents as called for in the Enquiry and that our bid is liable to be rejected in case of incomplete documentation .

**(Signature of the Contractor with Name. Designation & Seal)**

# BHARAT HEAVY ELECTRICALS LIMITED, JHANSI



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ANNEXURE-IX

## PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)

In consideration of Bharat Heavy Electricals Limited (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 BHEL House, Siri Fort New Delhi 110049 through its Unit at JHANSI, having agreed to exempt \_\_\_\_\_ (Name of the Vendor / Contractor / Supplier) with its registered office at \_\_\_\_\_ (hereinafter called the said "Contractor" which term includes vendors), from demand under the terms and conditions of the Contract reference

No. \_\_\_\_\_ dated \_\_\_\_\_ valued at Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) (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. \_\_\_\_\_ (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)], being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer, an amount not exceeding Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) without any demur, immediately on demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

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 \_\_\_\_\_ (Rupees \_\_\_\_\_).

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 or Arbitrator or any other authority, 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 claims satisfied & the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) or acceptance of the final bill or discharge of this guarantee by the Employer, whichever is earlier. This guarantee shall initially remain in force upto and including \_\_\_\_\_ (Validity Date) and shall be extended from time to time for such period as may be desired by the Employer. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_, (date of expiry of claim period) 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

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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.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof. 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.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed Rs \_\_\_\_\_ ( Rupees \_\_\_\_\_).
- b) This Guarantee shall be valid up to \_\_\_\_\_ (Validity Date).
- c) Unless the Bank is served a written claim or demand on or before \_\_\_\_\_ (date of expiry of claim period) , 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, \_\_\_\_\_ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

Date \_\_\_\_\_ Day of \_\_\_\_\_ for \_\_\_\_\_ (indicate the name of the Bank) \_\_\_\_\_

(Signature of Authorised signatory). Note:

- 1. The Bank Guarantee shall be accepted only from Banks mentioned in enclosed List of Consortium Banks.
- 2. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the Guarantee.
- 3. The Bank Guarantee should be on Non-Judicial Stamp paper/e-stamp paper of Rs. 5/- per Rs. 1000/- limited to Rs. 10000/-.

We hereby accepted above (Signature & seal of bidder)

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4. It may be ensured that the validity date of guarantee, required to be mentioned in the Bank Guarantee format, should not be earlier than 60 days after the date contemplated under the contract.
5. Date of expiry of claim period of the Bank Guarantee shall be kept 6 months after validity date.
6. Contact details of Bank & Branch Manager of Bank guarantee issuing Bank like name, address, mobile no & mail id must be provided.

List of Consortium Banks			
Sl. No	Nationalised Banks	Sl. No	Public Sector Banks
1	State Bank of India	18	IDBI
2	Allahabad bank		
3	Andhra bank	Sl. No	Private banks
4	Bank of Baroda	19	Axis Bank
5	Canara Bank	20	HDFC
6	Corporation bank	21	ICICI
7	Central bank	22	The Federal Bank Limited
8	Indian Bank	23	Kotak Mahindra Bank
9	Indian Oversea Bank	24	Indusind Bank
10	Oriental bank of Commerce	25	Yes Bank
11	Punjab National Bank		
12	Punjab & Sindh Bank	Sl. No	Foreign banks
13	Syndicate Bank	26	CITI Bank N.A
14	UCO Bank	27	Deutsche Bank AG
15	Union Bank of India	28	HSBC
16	United Bank of India	29	Standard Chartered Bank
17	Vijaya Bank	30	J P Morgan

We hereby accepted above (Signature & seal of bidder)