



Bharat Heavy Electricals Limited, Jhansi

Department: Township Civil

Tender Enquiry No: TCX/TW/9/10 date: - 12/09/2019

TD: 2019-20, Rev- 00



TENDER DOCUMENT
For Works Contract

For Tender Enquiry No. : **TCX/TW/9/10**

For

“(Cleaning of Grass and Jungle Bush in Township)”

Contact Person:

Name : Anshuman Sharma
Designation : Dy. Manager (MM)
Email : anshuman.sharma@bhel.in
PH : 0510 – 241 – 2784

Tender Due Date : 04/10/2019 at 13 :15 Hrs
Tender Opening Date : 04/10/2019 at 14 :00 Hrs

Rev	Short details of revision (In case of revision in tender document, otherwise NA)
Date:	

Township Civil Department
BHEL, PO: BHEL, Jhansi 284120 (UP)



Bharat Heavy Electricals Limited, Jhansi

Department: Township Civil

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DETAILS OF TENDER DOCUMENT

T	C	X	T	W	9	10		
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Nature of work:- *Name of Work:- - Cleaning of Grass and Jungle Bush in Township.*

BHEL JHANSI is in the process of finalizing the Works Contract for ***Name of Work:- - Cleaning of Grass and Jungle Bush in Township.***

The duly filled in Technical and Price / Rate bids (Annexure I and M, 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. TCX/TW/9/10 DATED 12/09/2019" should reach us in a sealed cover on or before 04/10/2019 (13.15 hours) 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:** 1) Dropping of tender in the Tender Box within schedule time and date is the responsibility of the bidder.
- 2) Technical bid and price bid should be submitted in separate sealed envelopes, in case the bids founds in one single envelope then the "bids" are liable to be rejected.

Tender Documents

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Annexure -A

NOTICE FOR INVITING TENDER

S. No	Particulars	Details
1	Brief Description of work	Name of Work:- - <i>Cleaning of Grass and Jungle Bush in Township.</i>
2	Tender Evaluation Criteria	<i>(QR as per Annexure C), Awarding on overall L1 basis</i>
3	Duration of Contract	<i>01 month</i>
4	Last date of Sale of the Tender	<i>Upto 15:00 hrs on 03/10/2019</i>
5	Last date of receipt of the Tender	<i>Upto 13:15 hrs on 04/10/2019</i>
6	Date of opening of Techno – Commercial Bid.	<i>14:00 hrs on 04/10/2019</i>
7	Address for submitting the Tender	Tender Box CISF Control Room/Office Administrative Building
8	Earnest Money Deposit * (EMD)	<i>Rs. 2607.00</i>
9	Cost of Tender	<i>Nil</i>
10	Validity of Offer	<i>As per GTC</i>
11	Security Deposit	<i>5 % of Contract value</i>

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; ifs Code:- SBIN0003807

A/c Holder Name:- BHARAT HEAVY ELECTRICALS LIMITED

The Tender cost may be accepted either by credited through **RTGS/NEFT/EFT/IMPS/ECS** or deposited by pos machine in cash section in BHEL ADM Building. 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



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Annexure B

WORK SPECIFICATION/SCOPE OF WORK

DETAILS OF WORK

Sl. No.	Description of Items	Unit	Qty.
1	Cutting of grass, bushes, wild trees like shoo babool etc. (Jungle) and disposal of the vegetation at the location specified by the Engineer-in-charge upto a distance of 4 km. burning of vegetation is not allowed in any case. The grass must be cut upto 50 mm remains standing live on the ground.	Sqm	285850.00

QUALIFYING REQUIREMENTS

- 1) Should have PAN/TAN number. Copy of PAN/TAN to be submitted.
- 2) GST Registration with valid documentary proof
- 3) Should have independent ESI Code number.
- 4) Blank Price Bid (JS 472) as per annexure " G"
- 5) Undertaking duly signed, with seal and stamp of the Bidder, on Stamp Paper of Rs 100 /- as per annexure " V"
- 6) EMD
- 7) **Average Annual financial turnover during the last 3 years, ending 31st March 2019, should be at least Rs.0.39 Lakh duly audited financial statement/balance sheet/certified by CA to be submitted as supporting documents. If all balance sheet/ financial statement are not 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.**
- 8) Experience of having successfully completed similar works during last 7 years ending 31st August 2019 should be either of the following:-
 - a. Three similar completed works each costing not less than the amount equal to **Rs. 0.52 Lakhs.**
 - Or
 - b. Two similar completed works each costing not less than the amount equal to **Rs. 0.65 Lakhs.**
 - Or
 - c. One similar completed work, each costing not less than the amount equal to **Rs. 1.04 Lakhs.**

Similar work means: - All type of work and Service Contracts.

- 9) 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 Certificate (TRACES Only) must be attached as evidence.
- 10) Documentary proof in support of above eligibility criteria along with EMD shall be submitted along with Techno Commercial Bid at Annexure F.



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Annexure –D

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.)



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Annexure -E

SPECIAL CONDITIONS OF CONTRACT FOR WORK

1. Location of Site – BHEL Jhansi Township The contractor is advised to visit the site and meet the officials of TCX department for any clarifications before quoting their rates for the work.
2. Time allowed for completion of work – 3 months
3. Defect Liability period – nil
4. Payment Terms – Measurement of completed work to be done monthly and bill to be submitted by Contractor to department by 8th of next month. Payment will be done as per GTC Clause (X) (6).
5. Penalty for delayed work –
 - Milestone 1- 1st month end- 40% of Total area.
Milestone 2-2nd Month end – balance 40% of Total area.
Milestone 3- 3rd Month end- balance 20% of Total area
 - If contractor fails to ensure above condition, the penalty will be imposed on contractor as per GTC clause no.(X)-4
6. PVC & ORC - Not applicable
7. Taxes & Duties - The contractor shall submit their offer inclusive of all duties, royalty, entry tax etc except GST. If GST is applicable for the work, the contractor shall claim GST extra as per actual over the quoted price of the work. However the contractor must make payment of GST before claiming the same from BHEL
8. **Award of work** –The work will be awarded to overall lowest bidder who has submitted the lowest total price for the work
9. **The contractor shall obtain registration from Zila Panchayat registration certificate for every financial year for which the contract is in effect and successful tenderer will submit to department within 15 days of award of work.**
10. Work Inspection shall be done by BHEL representative and payment shall be made on the basis of measurement only as per unit given in schedule. The contractor or his supervisor /authorized person will maintain a register and record the work / measurement immediately and get verified the satisfactory completion of work by BHEL personnel.
11. The contractor will be fully responsible for the preparation of bill and submission **to Engineer-in-charge.**
12. *The measurements of completed works and preparation of bill's related procedure will be govern by as per CPWD norms and guidelines. Contractor will comply with all CPWD's Norms, specifications, and guidelines related to work execution and billing.*
13. Final bill shall be prepared within 3 months after successful completion of work in the Performa prescribed for the purpose, based on the certificate issued by the Engineer that the entire work as stipulated in the tender Specifications has been completed in all respect to the entire satisfaction of BHEL. The Contractor shall give unqualified 'No claim' and 'no demand' certificate. The abstract of final quantities and financial values



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shall also be entered in the measurement book and signed by both the parties. The final bill shall be paid within a reasonable time after completion of the work. After the payment of final bill, only the guarantee obligation percentage value (Security deposit) shall remain unpaid, which will be released after completion of defect liability period on submission of no-dues certificate.

NOTE: - Normally it takes approximately 60 days for the payments to be released by BHEL after recording the measurements.

14. The BHEL General Conditions of contract shall form an integral part of this contract. (The BHEL General condition of contract may be seen in civil Office).
15. The Special Conditions of Contract (SCC) shall have overriding priority over General Conditions of Contract (GCC). Whenever there is any contradiction between the GCC and SCC, the SCC shall be treated as final.
16. The contractor shall take necessary precautions for the safety of his workmen and provide them with all safety equipment like gloves, gum-boots etc as per requirement. BHEL shall not be liable to pay any additional amount on account of any safety equipment / PPE.
17. The contractor shall take proper care to avoid any damage to BHEL property. If any damage does take place, the contractor will be fully responsible for the same .The decision of Engineer in charge is such case shall be final and binding on contractor.
18. The contractor will follow all safety rules required in connection with execution of such type of works.
19. The contractor will provide the all safety equipment i.e. safety shoes, safety belt, goggle and all other equipment which are direct related to work execution at own his cost.
20. The workers should be trained enough for the work.
21. No minor worker will be allowed to work.
22. The contractor shall be wholly responsible for the behavior of his workmen with the official staff.
23. All tools & tackles, ladder & machinery required for the work execution shall be arranged by contractor on his cost.
24. The contractor will be fully responsible to follow the instruction related to works, given and recorded by department in "Site order Book" and will be signature by him daily against recorded instructions in "Site Order Book "at department.
25. Electric power at site will be provided free of cost for concrete work and lighting by BHEL at the written request of the contractor at one point subject to the observance of rules an regulations of Electric board / company free of cost. 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.
26. RECOVERY FOR LAND & BUILDING RENT ISSUED TO CONTRACTOR ON DEMAND & AVILABILTY.

Sl.No.	Description	Recovery Rate
1.	Resident building –only X type or Type 2.	As per applicable BHEL RULES and guidelines.

27. The quantity of items mentioned in BOQ may vary up to any extent as per requirement of BHEL and the contractor shall not be liable for any claim of compensation on this account.

28. The contractor may be extended on mutually agreed terms and conditions as per discretion of BHEL.



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Annexure 'F'

Technical Bid Qualifying criteria & check list

PROFORMA FOR SUBMITTING TECHNICAL BID FOR -----

(A) Essential Documents Required

1. Name of the firm : -----
(Documents as per clause 1-10 of annexure C to be attached)
2. Name of the Proprietor/Partners : _____
3. Address and Contact Numbers : _____
4. PAN/TAN Number : _____
5. GST Number : _____
6. Audited financial statement/CA Certificate as per tender :
Enclosed / Not Enclosed
7. Experience Certificate : Enclosed / Not Enclosed
(Along with necessary enclosures as per tender to be submitted)
8. No. of Workers including Supervisors on the rolls of the firm : _____
9. Earnest Money Deposit : Rs. _____
 - a) D.D. Number & Date : _____ Date _____
 - b) Drawn on (Bank) : _____
10. Any other relevant information: _____

11. Tender Cost :Rs. _____ nil _____
D.D. No. /Receipt No : _____
12. Validity of offer : _____
(At least 90 days from the date of tender Opening.)
13. Blank Price bid format : Enclosed/Not Enclosed
14. ESI registration certificate: (if exempted submit exemption proof)
ESI registration code : _____
Attach Copy of ESI registration



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(B) Desirable:

1. Income Tax return last 3 yrs. : Enclosed / Not Enclosed.
2. PF registration certificate (if exempted submit exemption proof)
PF registration code : _____
Attach Copy of the PF registration

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 (1) : 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.

.....
Note : 'NOTE (1)' is applicable only when tender is called in two bid system



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Annexure -G

BLANK PRICE BID (JS 472)

a. Name of the firm : _____

Sl. No.	Description of Items	Unit	Qty.	Rate (Rs.)	Amount (Rs.)
i	ii	iii	iv	v	vi
1	Cutting of grass, bushes, wild trees like shoo babool etc. (Jungle) and disposal of the vegetation at the location specified by the Engineer-in-charge upto a distance of 4 km. burning of vegetation is not allowed in any case. The grass must be cut upto 50 mm remains standing live on the ground.	Sqm	285850.00		
Total "A" Rs.					

Amount in Words:-XXXXXXXXXXXXX.....

GST EXTRA AS APPLICABLE

NOTE – Contractor must not quote Amounts in this Blank Price Bid. This document must be submitted along with Techno-commercial bid.

Annexure: I

गेट पास आवेदन

(ठेकेदार के संविदा श्रमिकों हेतु)

१. ठेकेदार का नाम
२. कार्य का स्वरूप
३. कार्य आदेश सं./दिनांक
४. कार्य आदेश अवधि
५. कार्य स्थल (विभाग एवं कोड) एवं
६. गेट का नाम जिससे प्रवेश/वर्हिगन होगा
७. 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 न0.....मोबाइल न0.....

भविष्य निधि खाता संख्या

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

कर्मचारी रा.बी. निगम खाता संख्या

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

(संविदा श्रमिक के हस्ताक्षर/दिनांक)

कारखाना प्रबन्धक/शॉप प्रभारी के हस्ताक्षर
(दिनांक एवं मोहर सहित)

ठेकेदार या उसके सुपरवाइजर के हस्ताक्षर
(दिनांक एवं मोहर सहित)

आबंटित गेट पास सं०.....दिनांक.....हस्ताक्षर आबंटनकर्ता.....

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

(दिनांक एवं मोहर सहित)

के० ओ० सु० ब० 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 दिनांक.....तक ही वैध होगी तथा प्रत्येक माह/तीन दिन के पश्चात्

२५ तारीख को के० ओ० सु० ब० द्वारा नवीनीकृत किया जायेगा।

हस्ताक्षर उप कमान्डेन्ट के० ओ० सु० ब० इकाई
बी०एच०ई०एल० झॉंसी (उ०प्र०)



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Annexure II

FROM 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 of address of Principal :.....

Empolyed :.....

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 :.....

Remarks :.....

Signature of Contractor.



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Annexure III

FROM XIII
(See Rule 75)

Register of workmen employed by contractor

Name and address of contractor :

.....

Name and location of work :

Name and address of Establishment in /under :

Which contract is carried on :

Name and address of Principal Employer :

SL. No.	Name and surname of workman	Age and Sex	Father's/ Husband's name	Nature of employment/ designation	Permanent home address of workman (village and tehsill) and taluk and district	Local address	Date of Com-mencement of employ-ment	Signature or thump impression of workman	Date of term nation of employment	Reasons for termination	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

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

We hereby accepted above (signature & seal of bidder)



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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

Daily-rate of wages/piece rate	Amount of wages earned				Total
	Basic wages	Dearness Allowances	Overtime	Other cash payments (Nature of payment to be indicated)	
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
13	14	15	16

SIGNATURE OF THE CONTRACTOR

Verified that Wages disbursed to labours mentioned in Sr No 2 through bank on ...(date)..
(Executive Incharge)



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ANNEXURE "V"

Self-Declaration

(Undertaking duly signed, with seal and stamp of the Bidder, on Stamp Paper of Rs 100 /-)

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)



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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.

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,



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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

(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.

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.

Annexure “VIII”

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
17.	Bidder details with Contact name, address, phone no, e mail, PAN No, GSTIN No, Aadhar number , UAM 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



Bharat Heavy Electricals Limited, Jhansi

Department: Township Civil

Tender Enquiry No: TCX/TW/9/10 date: - 12/09/2019

TD: 2019-20, Rev- 00

PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)

ANNEXURE IX

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. _____ dated _____ ³ valued at Rs..... ⁴ (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.



Bharat Heavy Electricals Limited, Jhansi

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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.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁸
- b) This Guarantee shall be valid up to⁹
- c) 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.



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Date _____ Day of _____
for _____ (indicate the name of the Bank) _____

(Signature of Authorised signatory)

* This date to be indicated should not be earlier than 60 days after the date 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. Units 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)
- b.1 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 favour 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.

- b.2** 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. b.1 will required to be followed.
- b.3** 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.
- b.4** The BG should clearly specify that the demand or other document can be presented in electronic form.