

## TENDER SPECIFICATION

Tender Specification No BHE/PW/PUR/HR-OAS/1314.

FOR

Providing Manpower for Work station Supporting services (Up-keeping of departmental records) for BHEL-PSWR office at Nagpur.

**VOL-I : TECHNICAL BID SPECIFICATION**



**BHARAT HEAVY ELECTRICALS LIMITED**  
(A Govt. of India Undertaking)  
**POWER SECTOR - WESTERN REGION**  
345-KINGSWAY, NAGPUR-440 001

## NOTICE INVITING TENDER

Dear Sir/Madam

Sub : NOTICE INVITING TENDER

Sealed offers in two part bid system are invited from reputed & experienced bidders (meeting [PRE QUALIFICATION CRITERIA](#) as mentioned in Annexure-I) for the subject job by the undersigned on behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

### 1.0 Salient Features of NIT

SL NO	ISSUE	DESCRIPTION
i	<b>TENDER NUMBER</b>	T.S. NO. BHE/PW/PUR/HR-OAS/1314
ii	<b>Broad Scope of job</b>	<b>Providing Manpower for Work station Supporting services (Up-keeping of departmental records) for BHEL-PSWR office at Nagpur.</b>
iii	<b>DETAILS OF TENDER DOCUMENT</b>	
	<i>PART- Tender Specification Applicable</i>	
	<i>PART-II</i>	
	<i>Price Schedule (Absolute value).</i>	
iv	<b>Start of Sales</b>	<b>Start: 09/10/2014</b> <b>Closes: 18/10/2014, 16.00 Hrs</b> <i>Applicable</i>
v	<b>DUE DATE &amp; TIME OF OFFER SUBMISSION</b>	<b>Date : 20/10/2014 , Time :15.00Hrs</b> <b>Place : BHEL-PSWR, Nagpur</b> Tenders being submitted through representative shall be handed over to any of the following BHEL officials after making entry/registration at the reception:  Pratish Gee Varghese / Sr. Engineer(Purchase) Nirmal P G / Asst.Engineer (Purchase) <i>Applicable</i>
vi	<b>OPENING OF TENDER</b>	<b>1 hours after the latest due date and time of Offer submission</b> <i>Notes:</i> (1) In case the due date of opening of tender becomes a non-working day, tenders shall be opened on next working day at the same time. (2) Bidder may depute representative to witness the opening of tender <i>Applicable</i>
vii	<b>EMD AMOUNT</b>	<b>Rs.1,00,000/- (Rupees One Lakh Only)</b> <i>Applicable</i>
viii	<b>COST OF TENDER</b>	<b>Rs.2000/- (Rupees Two Thousand Only)</b> <i>Applicable</i>
ix	<b>LAST DATE FOR SEEKING</b>	<b>Date: Atleast 3 days before the due date of offer submission</b> <i>Applicable</i>

	<b>CLARIFICATION</b>	<p>Along with soft version also, addressing to undersigned &amp; to others as per contact address given below</p> <p><b>Mr Pratish Gee Varghese</b> (<a href="mailto:pgv@bhelpswr.co.in">pgv@bhelpswr.co.in</a>)  <b>Mr.Nirmal p.g</b> (<a href="mailto:nirmalpg@bhelpswr.co.in">nirmalpg@bhelpswr.co.in</a>)</p> <p><b>Contact No. 0712-3048713</b></p>	
x	<b>Latest updates</b>	<p>Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (<a href="http://www.bhel.com">www.bhel.com</a> --&gt;Tender Notifications →View Corrigendums) and not in the newspapers. Bidders to keep themselves updated with all such information</p>	
		<p><b>Contact details</b></p> <p>1) Shri. R Raju/ Sr.Executive (HR) PH : 0712-3048720, E-mail: raju@bhelpswr.co.in</p> <p>2) Mr. Pratish Varghese /Sr. Engineer (Purchase) Ph: 0712-3048713, E-mail: pgv@bhelpswr.co.in</p> <p>2) Sri.Nirmal P.G/ Asst. Engineer (Purchase) PH: 0712-3048713, E-mail: nirmalpg@bhelpswr.co.in</p>	

- 2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed & stamped on each page, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**
- 3.0 Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, **in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Power Sector Regional HQ at Nagpur issuing the Tender**, along with techno-commercial offer. Bidder may also choose to deposit the Tender document cost by cash at the Cash Office as stated above against sl no iv of 1, on any working day; and in such case copy of Cash receipt is to be enclosed with the Techno Commercial offer. Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL PS HQ at Nagpur, Sundays and second/ last Saturdays
- 4.0 Unless specifically stated otherwise, bidder shall deposit EMD through Demand Draft/Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Nagpur. For other details and for 'One Time EMD' please refer General Conditions of Contract.
- 5.0 **Procedure for Submission of Tenders**: The Tenderers must submit their Tenders to Officer inviting Tender, as detailed below:
- PART-I consisting of 'PART-I A (Techno Commercial Bid)' & 'PART-I B (EMD/COST of TENDER)' in two separate sealed and superscripted envelopes (ENVELOPE-I & ENVELOPE-II)
  - PART-II (Price Bid) – in sealed and super scribed envelope (ENVELOPE-III)

6.0 The contents for ENVELOPES and the superscription for each sealed cover/Envelope are as given below. **(All pages to be signed and stamped)**

Sl no	Description	Remarks
	<b>Part-I A</b>	
	<b>ENVELOPE – I superscribed as :</b> PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:  <b>CONTAINING THE FOLLOWING:-</b>	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above.  <b>Note:</b> <ol style="list-style-type: none"> <li>In case of any deviation, the same should be submitted separately for technical &amp; commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.</li> <li>BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding.               <ol style="list-style-type: none"> <li>In case of acceptance of the deviations, appropriate loading shall be done by BHEL</li> <li>In case of unacceptable deviations, BHEL reserves the right to reject the tender.</li> </ol> </li> </ol>	
iii.	Supporting documents/ annexure/ schedules/ drawing etc as required in line with Pre-Qualification criteria.  It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, etc.	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc pertinent to this NIT.	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	If applicable
vi.	Duly filled-in annexures, formats etc as required under this Tender Specification/NIT	
vii.	Notice inviting Tender (NIT)	
viii.	Part – I: <u>Technical</u> Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Terms of payment, General Conditions of Contract etc	
ix. —	<del>Volume – I B : Special Conditions of Contract (SCC)</del>	
x.	Part – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xi.	Any other details preferred by bidder with proper indexing.	
	<b>PART-I B</b>	

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	<b>OUTER COVER</b>		
	<b>ENVELOPE-IV</b> (MAIN ENVELOPE / OUTER ENVELOPE) superscribed as: TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION:		
	<b>CONTAINING THE FOLLOWING:</b>		
i	<ul style="list-style-type: none"> <li>○ Envelopes I</li> <li>○ Envelopes II</li> <li>○ Envelopes III</li> </ul>		

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- 8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
- ~~9.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above.~~
- 1.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 2.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 3.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.
- 4.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 5.0 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), **if applicable**, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (1) above.**
- 6.0 The Bidder has to satisfy the Pre Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.
- 7.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorised representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.
- 8.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 9.0 BHEL reserves the right to decide the successful bidder on the basis of Reverse Auction process. In such case all qualified bidders will be intimated regarding procedure/ modality for Reverse Auction process prior to Reverse Auction and price will be decided as per the rules for Reverse Auction. .
- However, if reverse auction process is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the sealed 'PRICE BIDS' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.
- 10.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 11.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.

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- 12.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 13.0 Consortium Bidding (or Technical Tie up) shall be allowed only if specified in Pre Qualifying Requirement (PQR) criteria, and in such a case the following shall be complied with:
- 13.1 Prime Bidder and Consortium Partner or partners are required to enter into a consortium agreement with a validity period of six months initially. In case the consortium is awarded the contract, then the Consortium Agreement between the Prime Bidder and Consortium Partner or partners shall be extended till contractual completion period including extension periods if any applicable.
- 13.2 'Stand alone' bidder cannot become a **'Prime Bidder' or a 'Consortium bidder' or 'Technical Tie up bidder' in a consortium (or Technical Tie up) bidding**. Prime bidder shall neither be a consortium partner to other prime bidder nor take any other consortium partners. However, consortium partner may enter into consortium agreement with other prime bidders. In case of non compliance, consortium bids of such Prime bidders will be rejected.
- 13.3 Number of partners for a consortium Bidding (or Technical Tie up) shall be as specified in the PQR
- 13.4 Prime Bidder shall be as specified in the Pre Qualification Requirement, else the bidder who has the major share of work
- 13.5 In order to be qualified for the tender, Prime Bidder and Consortium partner or partners shall satisfy (i) the Technical 'Pre Qualifying Requirements' specified for the respective package, (ii) "Assessment of Capacity of Bidder" as specified in clause 9.0
- 13.6 Prime Bidder shall comply with additional 'Technical' criteria of PQR as defined in 'Explanatory Notes for the PQR'
- 13.7 Prime Bidder shall comply with all other Pre Qualifying criteria for the Tender unless otherwise specified
- 13.8 In case customer approval is required, then Prime Bidder and Consortium Partner or partners shall have to be individually approved by Customer for being considered for the tender.
- 13.9 Prime Bidder shall be responsible for the overall execution of the contract
- 13.10 In case of award of job, Performance shall be evaluated for Prime Bidder and Consortium Partner or partners for their respective scope of work(s) as per prescribed formats
- 13.11 In case the Consortium partner or partners back out, their SDs shall be encashed by BHEL. In such a case, other consortium partner or partners meeting the PQR have to be engaged by the Prime Bidder, and if not, the respective work will be withdrawn and executed on risk and cost basis of the Prime Bidder. The new consortium partner or partners shall submit fresh SDs as applicable.
- 13.12 In case the prime Bidder withdraws, the whole contract shall be considered cancelled and short closed.
- 13.13 After execution of work, the work experience shall be assigned to the Prime Bidder and the consortium partner or partners for their respective scope of work. After successful execution of two similar works with the same consortium partner or partners under direct orders of BHEL, the Prime Bidder shall be eligible for becoming a 'stand alone' bidder

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for similar works, subject to certification from BHEL about the active involvement of the Prime Bidder for satisfactory execution of the works.

13.14 The consortium partner shall submit SD equivalent to 2% of the total contract value in addition to the SD to be submitted by the prime Bidder for the total contract value. In case there are two consortium partners, then each partner shall submit SD equivalent to 1% of the total contract value in addition to the SD to be submitted by the prime Bidder for the total contract value.

13.15 In case of a Technical Tie up, all the clauses applicable for the Consortium partner shall be applicable for the Technical Tie up partner also

14.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.

15.0 The bidder may have to produce original document for verification if so decided by BHEL.

16.0 Order of Precedence

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- a. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
- b. Notice Inviting Tender (NIT)
- c. Price Bid
- d. Technical Conditions of Contract (TCC)—Volume-1A
- e. Special Conditions of Contract (SCC) —Volume-1B
- f. General Conditions of Contract (GCC) —Volume-1C
- g. Forms and Procedures —Volume-1D

It may please be noted that guidelines/rules in respect of suspension of business dealings', 'Vendor evaluation format', 'Quality, Safety & HSE guidelines', etc may undergo change from time to time and the latest one shall be followed

for BHARAT HEAVY ELECTRICALS LTD

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**Enclosure**

1. Annexure-1: Pre Qualifying criteria.
2. Annexure-2: Check List .
3. Annexure-3: Important Information .
4. Other Tender documents as per this NIT.



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**PRE QUALIFYING REQUIREMENTS (Annexure-I)**

JOB	Providing Manpower for Work station Supporting services (Up-keeping of departmental records) for BHEL-PSWR office at Nagpur.
TENDER NO	BHE/PW/PUR/HR-OAS/1314

SL NO	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Name and Description of qualifying criteria	Page no of supporting document. Bidder must fill up this column as per applicability
A	Submission of Integrity Pact duly signed (if applicable)	NOT APPLICABLE	
B	<p><b><u>Technical</u></b></p> <p>Bidder must have successfully executed any of the following ( Criteria B.1 OR B.2 OR B.3) similar <b><u>Job / services of Housekeeping / attendant / messenger services / upkeep &amp; maintenance of records etc. of office premises /Hotels, Hospitals / Educational Institutions / Commercial establishments like Metro Stations, Airports, factories etc. with any Central Govt. / State Govt. / PSUs / Public Limited Company / Private Limited Company/Firm</u></b> in the last seven (7) years as on latest date of bid submission:-</p> <p><b>B.1.1)</b> Executed Similar job in Single work order of Rs 35.2 Lakhs or of more value.</p> <p style="text-align: center;">OR</p> <p><b>B.1.2)</b> Executed Similar job in Two work orders each of Rs 22 Lakhs or of more value.</p> <p style="text-align: center;">OR</p> <p><b>B.1.3)</b> Executed Three work orders each of Rs 17.6 Lakhs or of more value.</p> <p><b>Note: Necessary document proof viz. Work order &amp; Completion certificate to be furnished by bidder to establish above criteria.</b></p>	APPLICABLE	

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C-1	<p><b><u>FINANCIAL TURNOVER</u></b></p> <p>Bidders must have achieved an average annual financial turnover of <b>Rs.13.2 Lakhs</b> or more over last three Financial Years (FY) i.e. Financial Years (FY) i.e. 2011-2012, 2012-2013, 2013-14. Bidder should furnish audited accounts details to establish above. If auditing is not mandatory as per IT Rule SEC-44AB, Bidder should submit Balance sheet &amp; Profit &amp; Loss account certified by Chartered accountant along with IT return form.</p>	APPLICABLE	
C-2	<p><b><u>NETWORTH (only in case of Companies)</u></b></p> <p>Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive.</p>	APPLICABLE	
C-3	<p><b><u>PROFIT</u></b></p> <p>Bidder must have earned cash profit in any one of the three Financial Years as applicable in the last three Financial Years defined in 'C-1' above based on latest Audited Accounts.</p>	APPLICABLE	
D	Assessment of Capacity of Bidder to execute the work as per sl no 9 of NIT (if applicable)	NOT APPLICABLE	By BHEL
E	<p><b>Price Bid Opening</b></p> <p><b>Note:</b> Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E</p>	APPLICABLE	BY BHEL
G	Consortium criteria	NOT APPLICABLE	
<p><b><u>Explanatory Notes for the PQR (unless otherwise specified in the PQR):</u></b></p> <ol style="list-style-type: none"> <li>Bidder to submit Balance Sheet and Profit and Loss Account for the respective years as indicated against C-1 above along with all annexures</li> <li>In case audited Financial statements have not been submitted for all the three years as indicated against C-1 above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e total divided by three.</li> <li>C-2:-NETWORTH : Shall be calculated based on the latest Audited Accounts as furnished for C-1 above. Net worth = Paid up share capital + Reserves. (Net worth is required to be evaluated in case of companies)</li> <li>C-3:- PROFIT : shall be NET profit (PAT + Non cash expenditure viz depreciation) earned during any one of the three financial years as in C-1 above</li> <li>Time period for achievement of the 'Technical' criteria of PQR (as in 'B' above) will be the last 7 years ending on the 'latest date' of Bid submission</li> <li>'EXECUTED' means the Vendor should have achieved the criteria specified in the Technical criteria of PQR (as in 'B' above) even if the Contract has not been completed or closed</li> <li><b>The value of work (Experience submitted against PQR B) shall be updated as per the PVC indices for "All India Avg. Consumer Price Index for Industrial Workers" with base month as date of execution (completion of contract/work) and indexed upto two months prior to bid opening month.</b></li> </ol>			

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BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT INCLUSIVE OF WORK ORDER AND WORK COMPLETION CERTIFICATE ETC IN THE RESPECTIVE ANNEXURES IN THEIR OFFER.

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### **Important Information (Annexure-2)**

- 1. The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site ( [www.bhel.com](http://www.bhel.com) ---> Tender Notification -> List of Banned Firms )**

#### **2. Broad Terms & Conditions of Reverse Auction**

In continuation to Clause 19.0 of NIT (Notice Inviting Tender) following are the broad terms and conditions of Reverse Auction is given in Annexure V of NIT:

- 7.1. Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).
- 7.2. BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids. In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid" in the Reverse Auction. Non-submission of „online sealed bid" by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
- 7.3. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- 7.4. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-submission of 'online sealed bid' by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
- 7.5. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
- 7.6. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
- 7.7. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
- 7.8. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
- 7.9. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services

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- and loading factors (for noncompliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
- 7.10. Reverse auction will be conducted on scheduled date & time.
- 7.11. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
- 7.12. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
- 7.13. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
- 7.14. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.
- 7.15. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
- 7.16. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
- 7.17.** In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

**Check List (Annexure-3)**

**Bidder should duly fill all information in table given below;**

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company	Private Limited/ Partnership/ Proprietorship ( <u>Please tick ( ✓ ) whichever applicable</u> )	
3	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Fax No:	
4	EMD DETAILS	DD No:                      Date : Bank :                      Amount: <u>Please tick ( ✓ ) whichever applicable:-</u> ONE TIME EMD / ONLY FOR THIS TENDER	
		APPLICABILITY	BIDDER REPLY
6	Whether the format for compliance with <b>PRE QUALIFICATION CRITERIA</b> is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
7	Audited profit and Loss Account for the last three years submitted	Applicable	YES/NO
8	Copy of PAN Card submitted	Applicable	YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable/Not Applicable	YES/NO
10	<del>Integrity Pact</del>	<b>Not Applicable</b>	—
11	Declaration by Authorised Signatory submitted	Applicable	YES/NO
12	No Deviation Certificate submitted	Applicable	YES/NO
13	<del>Declaration confirming knowledge about Site Conditions submitted</del>	Applicable	YES/NO
14	Declaration for relation in BHEL submitted	Applicable	YES/NO
15	<del>Non-Disclosure Certificate submitted</del>	Applicable	YES/NO

BHARAT HEAVY ELECTRICALS LIMITED  
POWER SECTOR WESTERN REGION, NAGPUR

T.S. NO. BHE/PW/PUR/HR-OAS/1314

DT: 09/10/2014

16	Bank Account Details for E-Payment submitted	Applicable	YES/NO
19	Power of Attorney for Submission of Tender/Signing Contract Agreement submitted	Applicable	YES/NO

NOTE : STRIKE OFF 'YES' OR 'NO', AS APPLICABLE

DATE :  
AUTHORIZED SIGNATORY

(With Name, Designation and Company seal)

**Chapter-I Terms & conditions**

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**Job : Providing manpower for Work station Supporting services (Up-keeping of departmental records) for BHEL-PSWR office at Nagpur.**

**1.00 GENERAL TERMS & CONDITIONS OF TENDER:**

**1.01 BHEL desires to have a contractor for Job / services of up-keeping of departmental records in BHEL Office at, shri mohini complex 5<sup>th</sup> & 6<sup>th</sup> floor, 345 Kingsway, Nagpur-440001.**

1.02 Tender Enquiry No. & due date must be legibly superscribed on all the envelopes.

1.03 Tenders shall be received and opened on the due date and time as mentioned above in the presence of tenderers or their authorized representatives who may like to be present.

1.04 Tenders shall be strictly in accordance with the tender specifications. Any deviations shall be listed out separately.

1.05 BHEL shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any tender in part or full without assigning any reason whatsoever.

1.06 BHEL will not be responsible for the postal delay under any circumstances for non-receipt of Tenders / submission of filled in tender document by due date & time.

1.07 Tenders received after due date & time are liable to be rejected.

**1.08 BHEL reserves the right to increase or decrease the no. of workforce up to  $\pm$  05 at the same rates and terms and conditions of this contract during the currency of the contract.**

1.09 Tender should be submitted along with covering letter of the tenderer and duly signed on each & every page of the tender document, technical specifications and price bid etc.

1.10 No overwriting / correction in the Price Bid by the bidder shall be allowed. However if correction is unavoidable, the same must be duly signed by authorized signatory.

1.11 In case any typing error/other clerical errors is noticed by the bidder, in the tender documents, the same must be pointed out and got clarified before submission of offer, or else, BHEL's interpretation shall prevail & shall be binding on the bidder.

**1.12 Each tenderer has to deposit EMD of Rs. 1,00,000/- (Rupees One Lakh only) for the above job/services and the same will be in the form of Pay Order or Demand Draft only in favour of BHEL, payable at Nagpur. EMD submitted by tenderer will be forfeited if tenderer revokes his tender within validity period or increases his rates.**

1.13 Each tender shall be accompanied by separate envelope carrying EMD as mentioned above failing which the tender will be rejected.



**Chapter-I Terms & conditions**

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(i) The EMD shall not carry any interest.

(ii) EMD shall not be refunded to the contractor except in accordance with the terms of the contract.

1.14 EMD of successful tenderer can be converted into security deposit as mentioned above and will be refunded to the contractor upon successful completion of the work/service contract and EMD of successful bidder's shall be refunded on submission of Security deposit.

1.15 The percentage of monthly agency service charges as quoted in **Price bid** shall remain firm for the entire contract duration however the contract value of the job contract will vary depending on the following:

- a) Any changes in the monthly consolidated wages fixed by BHEL;
- b) The periodic Wage/VDA increase, as and when notified by the Maharashtra Government will be applicable in the contract and accordingly the monthly bill of the contractor will get amended;
- c) Any changes in PF / ESI contribution of employer's portion due to changes in Labour Law.
- d) Payment to the contractor will be subject to TDS as per rules in force from time to time.

1.16 The value of contract will be worked out based on the percentage service charges as quoted by bidder. Service Charge **(in percentage)** as quoted by the bidders should be **inclusive of all taxes (excluding service tax)**.

1.17 **Evaluation of the bidders will be done based on quote of percentage service charges mentioned in Price Bid format.** The contract would be awarded to the bidder quoting the minimum monthly agency service charges per workforce as indicated at Price bid format. In the event of more than one bidder having quoted identical lowest rates and there is a tie amongst the bidders, the respective bidders would be asked to submit their revised rates. This process would continue till the distinct L1 rate is arrived.

**The wage of work force is fixed by BHEL as per minimum wages acts & the contractor shall have to disburse Monthly Wages, excluding service tax, strictly as per the attached Annexure-I to their work force. Proof of salary paid to each man (E-transaction statement or copy of Cheque) is to be submitted by contractor along with their monthly bill.**

1.18 The contract will be applicable for a period of **Two years from the date of award of the contract and will be extended for a further period of one year depending upon the satisfactory performance of the contractor or it can be short closed also.**

**Chapter-I Terms & conditions**

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1.19 **Validity of rates** : Once the contract is entered, the agreed Agency Service Charge (in percentage) shall remain firm for the entire contract duration & will not vary on any account what so ever be the reason. However, any changes in the quantum of Service Tax, if applicable, due to statutory variation, the same shall be admissible during the tenure of the Contract.

1.20 Tenderers are requested to go through the scope of services, **visit the premises etc.** and get fully acquainted with the scope of services required for the premises including the existing job contract of the said premises and get their doubts clarified regarding the above job before submitting the offer.

1.21 Tenderer must note that any false information/data or any suppression of facts will disqualify them even at a later stage also. The contractor will deploy trained and efficient workforce for the above job contract. In this connection, the contractor has to maintain a register for their record etc. and made available to BHEL / Statutory authority as & when needed.

1.22 The Contractor shall confirm that he shall abide by and is willing to execute the work assignments on Job Contract basis strictly in accordance with the terms and conditions of this Agreement and the Company in turn also agrees to engage the Contractor accordingly with effect from the date of award.

1.23 All documents submitted by the Tenderer in his tender shall be accompanied with a covering letter giving index interlinking all the documents.

1.24 BHEL reserves the right to accept or reject any of the bid / all bids with or without deviation or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case no tenderer shall have any claim arising out of such action by BHEL.

1.25 After the scrutiny of technical bids all the technically qualified bidders may be required to attend a meeting for clarifications if any before the opening of price bids.

1.26 Penalty will be levied by BHEL as per relevant clauses of the tender on account of delay, violation of contract conditions and non-performance of the Contractor.

1.27 The successful tenderer will be responsible for the quality of the job and will immediately rectify the deficiency pointed out in the job performed.

1.28 The deficient services if any pointed out by BHEL is not rectified by the contractor within the specified time given by BHEL authority, then contractor will be levied penalty of 250/- per case /activity /service and same shall be deducted by the Company from the monthly bill payable to the contractor.

**Chapter-I Terms & conditions**

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**2.00 SPECIAL TERMS & CONDITIONS OF TENDER:**

2.01 Approximately **15 Nos. (Un skilled) workforces** as required in the above mentioned BHEL premises shall be retained by the contractor under new job contract.

2.02 **Mandatory Insurance cover for all the workforce of the contractor for a sum insured of 2.0 Lakhs for each workforce is in contractor's scope.** The contractor has to assess the premium of insurance cover for his contract period.

2.03 The Contractor shall ensure proper conduct and behavior of the workforce engaged by him in the work premises of the Company and shall remove with immediate effect, the engagement of such person(s) who does/do not conduct himself / themselves properly or misbehave(s) with the regular employees / personnel of the Company in any place.

2.04 Continuation of the contract shall be based on the performance of the contractor. The following parameters shall inter-alia be considered while evaluating the performance Timely rendering of services, Quality of works/services, Compliance with statutory requirements, Safety consciousness, Maintenance of staff in proper uniform.

2.05 The Contractor shall perform the work assignments to the best satisfaction of the Company. In case of continued unsatisfactory performance over a period of time by the Contractor, the Company shall intimate the same in writing to the Contractor; however, if the performance of the contractor does not improve even thereafter, then, the Company shall have the right to terminate the contract at the Contractor's risk and cost, by giving one month's notice. In addition, the Company shall also have the right to forfeit in full, the Security Deposit deposited by the Contractor.

2.06 The successful contractor will accept full and exclusive liability for the consolidated wages, PF, ESI, Bonus for the personnel deployed by the contractor and other obligation referred under the law now and thereafter imposed by the Government / Local Bodies.

2.07 BHEL will have no liability whatsoever concerning the workforce deployed by the contractor for the purpose. The contractor shall keep the Company indemnified against all losses or damages or liability arising out of or imposed in the course of employment of workforce by the contractor.

2.08 The contractor will be solely responsible for any unlawful act of their workforce while on duty. In case of theft or loss of Company's property take place due to the negligence or carelessness of workforce, the contractor will be responsible and shall make good of the same.

2.09 If at any time during the period of contract, it is observed by the Company or his authorized representative that the services rendered by the contractor's workforce are not to the satisfaction of the Company or any terms of the contract are violated and contractor does not respond for improvement of the same in such situation BHEL reserves the right to terminate the contract with a notice period of one month and may recover the undone cost from his bill or may forfeit the Security Deposit in part of full as the case may be.

2.10 In case of any dispute, the decision taken by BHEL Management will be final and binding on the successful contractor. The workforce deployed by the contractor will have no right or claim for the permanent absorption in BHEL. In this connection, the contractor have

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to submit an affidavit as per specimen attached duly signed by all the workforce deployed at BHEL on a stamp paper of 100/- duly notarized.

**2.11 JURISDICTION :** Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract (including any arbitration in terms thereof) shall lie only in the court of competent civil jurisdiction in this behalf at Nagpur (where this Contract has been signed on behalf of the CONTRACTOR) and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

**2.12** Both the Company and Contractor hereby agree that all differences / disputes/ interpretations arising out of or in connection with this Agreement shall be mutually discussed and settled failing which the same shall be referred to the arbitration of a sole arbitrator to be appointed by the Assistant General Manager (HR) of the Company for a Speaking Award wherein the sole Arbitrator shall give reasons for his Award. The venue of arbitration shall be in Nagpur and the Arbitrator's decision shall be final and binding on both the parties.

**2.13** The Contractor shall duly comply with all acts, laws, or other statutory rules, regulations, bye-laws applicable or which might be applicable to Nagpur/Maharashtra regard to the performance of the work assignments included herein or concerning this Agreement but not limited to Minimum Wages Act- 1948, Contract Labour (Regulation & Abolition) Act, 1970, Industrial Dispute Act, 1947, Workmen's Compensation Act 1923, Employees' State Insurance Act 1948 (to the extent as may be applicable, if any), Employees' Provident fund and Misc. Provisions Act, 1952 and the amendments made thereafter to these Acts/ Laws and from time to time take such steps as may be deemed necessary in this regard. The Contractor shall keep the Company Indemnified against all penalties, claims and liabilities of every kind under or for any violation of such acts, laws or regulations etc. by him or his employees.

**2.14** In case, while on duty and during the course of engagement in work premises of the Company under this Agreement, if any of the Contractor's workforce meet (s) with any injury / indisposition due to accident or other natural calamities, the Contractor shall ensure that immediate and adequate medical aid viz., first -aid and subsequent treatment facilities are provided to the person(s) concerned free of cost without fail. In addition, the Contractor shall also be liable for meeting with statutory liabilities like ESI etc.

**2.15** The Contractor shall be fully responsible for the timely payment of wages, provident fund, bonus or any other benefits payable under the aforesaid Acts, Laws and regulations to the workforce engaged by him at the work premises of the Company. The Company shall not be responsible for these payments or any other liability on this account. The Contractor shall also indemnify and compensate the Company for any liability incurred by the Company, if any, including costs incurred thereon. In that event the nominated officer of the Company shall be entitled to recover the amount so paid, from the contractor, including forfeiture of the Security Deposit; and, if the sum so payable and / the Security Deposit is less than the Company's claim, it shall be lawful for the Company to recover the balance amount as a debt from the Contractor.

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2.16 The Contractor shall indemnify and compensate the Company, if the Company as Principal Employer under the Contract Labour (Regulation and Abolition) Act, 1970 becomes liable to assume any liability towards the workforce engaged by the contractor. In that event, the provisions relating to recover as provided in relevant clauses of the said Act shall be applicable in total.

2.17 This Agreement shall be deemed to have become effective from the forenoon of date of award, with respect to all the work premises covered under this Agreement and will remain in force for a period of twenty four months which can be further extended on the same terms and conditions on the mutual agreement between the Company and the Contractor on satisfactory performance of the Contract as will be decided later. However, this Agreement shall be liable for termination earlier by the Company at any time by giving one month's notice to the Contractor without assigning any reason therefore and without prejudice to the rights of the Company to recover any money becoming due under this Agreement. In such a case, the Contractor shall not be entitled to any compensation thereof. The Contractor can also terminate the contract with one month notice.

2.18 **WORKING TIME & NATURE OF SERVICES:** The contractor shall perform all the services mentioned in the Scope of Services as detailed in **the contract** on day to day basis on **all working days in a week, 8½ Hrs. with half an hour lunch break.**

2.19 Successful Contractor has to deploy the minimum workforce as emphasized in the scope of services in the contract at any given day. Contractor has to meet the shortages of leave /absenteeism through leave reserve / buffer workforce. Any deficiencies of the scope of services, the monthly payment of the Job / services get deducted to the tune of shortages on account of leave / absenteeism after providing buffer workforce.

2.20 The contractor shall not render any extra services unless he receives specific written instructions in writing from the Head of Administration of concerned work premises.

2.21 Due supervision of jobs at the work premises shall be ensured by the contractor's work supervisor daily for closely monitoring services under the job contract and the work supervisor shall be equipped with cell phone facility for effective coordination with BHEL. The major responsibility of the works Supervisor at BHEL premises would be as under:

- (i) Obtaining instructions from the concerned BHEL Official(s) for carrying out the works pertaining to their areas.
- (ii) Passing on the work instructions to his team of workforce ensuring completion of work within the stipulated time as instructed above and as per the terms & conditions of the tender document.
- (iii) To ensure proper conduct and discipline by his team of workforce, while performing their duty at BHEL premises.
- (iv) To report / intimate any constraint, if so felt, during the execution of designated works by his team of workforce.

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2.22 BHEL will nominate under this Agreement, a Representative (hereinafter called "the Company Representative") from among the Executive / Supervisor of the respective Administration Department.

2.23 The Contractor shall visit the work premises of the Company covered under this Agreement once in a week minimum during the working hours and meet the company Representative as a matter of routine for maintaining regular contacts and ensuring effective coordination on all related issues of these Agreements.

2.24 The Contractor shall be held responsible for any damage / loss to the work premises / or the properties of the Company (i.e. missing or broken fittings, equipments, furniture etc. and loss of such things) caused due to the negligence of his workforce and shall have to replace the same at his own cost. The decision of the officer nominated in this regard by the Company for fact finding shall be final and binding on the Contractor.

2.25 The contractor shall hand over a copy of all legal and statutory documents and records to BHEL for fulfilling any future requirement with the statutory authority.

2.26 The successful contractor shall comply to all statutory labour law regulations applicable to this contract like timely payment of prescribed wages and other amounts as and when becomes payable, depositing of PF, ESI, taking of insurance cover etc. for workforce employed for this contract. Any obligation on account of the above will be the liability of the Contractor.

2.27 The successful contractor shall abide by all the rules / regulations / status imposed by the Govt. or other concerned authorities. The contractor will be responsible for workmen's compensation & other requirements of local Municipalities / Govt. or any other law regulating bodies.

2.28 Successful contractor shall have to execute contract agreement on a non Judicial Stamp Paper of 100/- at Nagpur.

2.29 **LABOUR LICENCE:** The successful contractor shall obtain labour license from appropriate Govt. by taking up the job on contractual basis under contract Labour (Regulation and Abolition Act, 1970) and submit the same to BHEL within 15 days of from the date of work order if the number of workforce engaged at any working day shall exceed to 20 or more.

2.30 **IDENTITY:** The Contractor shall ensure that the work force/supervisors engaged by him must wear & display these cards prominently on their uniform during their duty period (as the same duly endorsed by the Company). Each work force shall also wear his name badge (to be issued by the contractor) while on duty. All the personnel so deployed will follow strictly the security regulations of the BHEL, in vogue from time to time.

2.31 **CHARACTER VERIFICATION AND ANTECEDENCE:** The contractor should get the character / antecedence of each and every workforce deployed by them at the job premises, verified by the Police Authorities before engaging and deploying them in our premises. In case the contractor desires to change the workforce deployed by him, due to any reason, the new incumbent should be deployed with the clearance of Officer-in-Charge.

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2.32 **PROVIDENT FUND:** The successful bidder shall obtain Provident fund Number from the concerned authorities on award of work and shall strictly comply with the provision of Employees Provident funds Act. The contractor shall deposit Employees and Employer Contributions in the designated account with the designated authority every month. The contractor shall furnish along with each running bill, the challan/receipt for the deposit of provident fund made to RPFC for the preceding month(s) with detailed calculation sheet of all the work force deployed at BHEL premises and other than BHEL premises which will be used only for tallying / verification that proper PF deposit has been made. Contractor shall also submit the copy of detailed yearly return submitted to RPFC of PF deposit for the period of March to February in 01<sup>st</sup> week of April month.

2.33 **ESI:** The contractor shall strictly comply with the provision of Employees State Insurance Act. Contractor shall issue **Latest digital ESI card** to all the work force immediately after taking in to their employment. No workforce shall be deployed without the issuance of ESI Card under the contract. The contractor shall deposit Employees and Employer Contributions in the designated account with the designated authority every month. The contractor shall furnish along with each running bill, the challan/receipt for the payment towards ESI for the preceding month(s) with detailed calculation sheet of all the work force deployed at BHEL premises and other than BHEL premises which will be used only for tallying / verification that proper ESI deposit has been made. Contractor shall also submit the copy of detailed half yearly return submitted to ESI for deposit of ESI for the period of April to September in 01<sup>st</sup> week of month of November & for the period of October to March in 1<sup>st</sup> week of month of May.

2.34 **LEAVE / HOLIDAYS:** for every workforce deployed in our premises, the contractor will give one day's weekly off for every six continuous working days,  
(i) Privilege Leave for 15 days; (ii) Sickness or Casual Leave for 12 days which shall not be accumulated; (iii) further, as a special case, in a calendar year, each person shall also be allowed 3 days "Exigency Leave" which shall not be accumulated. Contractor may incorporate the cost of 30 days leave accrued in 12 month and reimburse to his worker for unavailed period.

2.35 **BONUS:** The contractor shall strictly comply with the provision of Bonus Act. The contractor shall ensure payment of Bonus @ 20% (Range minimum @ 8.33% to Maximum 20% as per PBA 1965) to their workforce during the contract period of 2 years.

2.36 **WAGES:** **All payments to the contractor's workforce shall be as per the terms of contract and as per details enumerated in Annexure-I, which shall be made through cheque or direct credit in the bank accounts of its workforce, the proof of which has to be submitted along with the monthly R.A. Bill.** The issued cheque to be credited in the accounts of work force by the 7<sup>th</sup> of each English month. Any delay on this account shall be subjected to penalty or termination of contract.

2.37 The Contractor's workforce shall wear the proper uniform along with contractor's badges, proper identity card, and security check at the office premises by the Security staff of the Company.

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2.38 Statutory requirement local authority / State Govt. / Central Govt. shall be responsibility of the successful tenderer.

2.39 The Company shall have no direct responsibility / liability in respect of the workforce engaged by the Contractor on Job Contract Basis under this Agreement.

2.40 **HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT:** In addition to the safety practices to be followed, the contractor shall establish document and maintain an effective Health, Safety and Environment (HSE) management system. The contractor shall arrange first Aid Box at work site at a suitable location for all the time during job contract period.

2.41 **PAYMENT TERM:** On receipt of the bill, BHEL will verify the bill and pass for payment of bill within 30 days from the date of receipt of bill. **However contractor has to make the payment to their respective work force latest by 7th day of every calendar month by way of cheque or direct payment in the respective account of contract worker.** Contractor has to also ensure timely deposit of PF and ESI as per the provisions of the act.

**At the time of submitting the next bill contractor has to submit the following details details.**

- I. **Payment proof of salary to their work force i.e proof of cheque payment or direct payment (e-payment) in the accounts of its workforce.**
- II. **Proof of deposit of PF, ESI and service tax etc.**

**The RA bill of contractor shall only be processed only after submission of above listed documents.**

2.42 The bidders shall be deemed to have visited the site and studied the specifications and details of job / services to be done in the desired manner and to have acquainted themselves of the conditions prevailing as on date in the respective premises.

**3.00 Submission of security deposit:**

3.01 Security Deposit will be collected from the successful tenderer. The rate of Security Deposit will be as below:

- ❖ **Upto Rs. 10 lakhs : 10% of Contract value**
- ❖ **Above Rs.10 lakhs upto Rs.50 lakhs : Rs. 1 lakh + 7.5% of the amount exceeding 10 lakhs**
- ❖ **Above Rs. 50 lakhs : Rs. 4 lakhs+7.5% of the amount exceeding 50 lakhs**

3.02 The Security Deposit shall be remitted before start of the work by the contractor. The EMD amount shall be converted as security deposit and the balance amount shall be remitted. Alternatively, a Bank Guarantee for the said sum may also be provided in lieu of the deposit. No interest will be paid to the Contractor for the amount deposited during the period of agreement.

Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the offer of the contract and the tenderer shall be liable to compensate BHEL for any loss incurred by BHEL.



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The security deposit shall be refunded within a reasonable time after the date of expiry of the contract subject to the contractor carrying out all obligations / operations as required under the contract. BHEL reserves the right to appropriate any part or the whole of the amount of the security deposit without prejudice to other claims against this contractor for losses suffered by BHEL due to failures on the part of the contractor or due to termination of contract or contractor becoming disqualified because of liquidation / insolvency or change of composition. The decision of BHEL in respect of such losses, damages, charges, expenses or costs, shall be final and binding on the contractor and the decision shall not be questionable.

**3.03 Security Deposit may be furnished in any one of the following forms**

- i) Cash (as permissible under the Income Tax Act)
- ii) Pay Order / Demand Draft in favour of BHEL.
- iii) Local cheques of scheduled banks, subject to realization.
- iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- v) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats
- vi) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- vii) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be deposited in any form as prescribed before start of the work and the balance 50% may be recovered from the running bills.
- viii) EMD of the successful bidder can be converted and adjusted against the cash portion of Security Deposit excepting for such bidders who have remitted One Time EMD.

NOTE: Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, 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.

3.04 The Security Deposit shall not carry any interest.

3.05 In case the value of work exceeds / reduces from the awarded / accepted value, the Security Deposit shall be correspondingly enhanced / reduced as given below:

- i) The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor.
- ii) There will be no reduction in Security Deposit value in case of variation in contract value upto the lower limit specified in Quantity variation clause. In case of

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- reduction of contract value beyond the lower limit specified in Quantity Variation clause, then the Security Deposit shall be re adjusted in proportion.
- iii) In case of reduction, the reduced Contract value shall be certified by BHEL Construction Manager after ascertaining / freezing of BOQ / Drawings from the Design / Engineering Centre. The reduced Security Deposit value can only be considered after taking into account the adequacy of the securities held by BHEL to meet the liabilities of the contractor for the contract, and the performance of the contract in general. In such cases, the revised value of Security Deposit shall be worked out only after execution of not less than the lower limit of the revised scope of work/contract value as per quantity variation clause, and as certified by Construction Manager. This reduction in value of Security Deposit shall not entitle the contractor to any amendment of Contract and shall be operated at the discretion of BHEL.
- iv) Contract value for the purpose of operating the reduced/increased value of Security Deposit due to Quantity Variation, shall be exclusive of Price Variation Clause, Over Run Compensation and Extra works done on manday rates.

3.06 The validity of Bank Guarantees towards Security Deposit shall be initially upto the completion period as stipulated in the Letter of Intent/Award + 3 months, and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL.

3.07 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL.

**3.08 RETURN OF SECURITY DEPOSIT**

Security Deposit shall be refunded/Bank Guarantee(s) released to the Contractor along with the 'Final Bill' after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL.

**3.09 BANK GUARANTEES**

Where ever Bank Guarantees are to be furnished / submitted by the contractor, the following shall be complied with

- i) Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.
- ii) The Bank Guarantees shall be as per prescribed formats.
- iii) It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period (subject to a minimum period of six months), as per the advice of BHEL Site Engineer / Construction Manager. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.

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- iv) In case extension/further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by the Construction Manager and submitted to the Regional HQ issuing the LOI/LOA.
- v) In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.
- vi) Bidders to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non judicial stamp paper.

The Original Bank Guarantee shall be sent directly by the Bank to BHEL under Registered Post (Acknowledgement Due), addressed to the Subcontracting Department of the respective Region

**4.00 DOCUMENTS REQUIRED:**

4.01 The Tenderers should submit documents in support of possessing Qualifying requirements as under, duly certified and stamped by their authorized signatory.

4.02 Audited copy of Balance Sheet and profits & loss Account statements of last three financial years i.e. FY, 2011-12, 2012-13 & 2013-14. In case of unavailability of Balance Sheet & Profit & Loss statement for the above mentioned financial years, CA certificate for the same shall be furnished.

4.03 Copy of acknowledgements of IT return of last three financial years FY, 2011-12, 2012-13 & 2013-14.

4.04 Copies of Work Orders / award letters along with certificates of successful completion of the similar job / services executed by the bidders as a supporting document against Point no. B of PQR. BHEL reserves the right to cross check the documents from the issuing department. The certificate of successful completion should also contain the details of work order, duration of the contract, quantum of business done and its satisfactory completion.

4.05 Tenderer has to submit a copy of registration certificate of PAN No., ESI Registration No. & Service Tax No.

4.06 Un-priced price bid format duly signed by the tenderer shall be submitted along with technical bid by mentioning 'Q' in the column where quote is to be offered by the party in the BOQ.

4.07 A copy of tender documents duly signed on each and every page shall be submitted along with technical bid.

4.08 Tenderer has to submit all annexures appended to this document duly signed & stamped in the format given in this document.

## **5.0 TAXES, DUTIES, LEVIES (Consolidated Rev 03 dated 09/04/2013)**

### **5.1. For All types of works excepting works covered under sl no 4.2**

#### **5.1.1**

The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tools, royalty, commissions or other charges which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

**However, provisions regarding Service Tax and Value Added Tax (VAT) on output services and goods shall be as per following clauses.**

#### **5.1.2 Service Tax & Cess on Service Tax**

Contractor's price/rates shall be exclusive of Service Tax and Cess on Services. In case, it becomes mandatory for the contractor under provisions of relevant act/law to collect the Service Tax & Cess from BHEL and pay the same to the concerned tax authorities, such applicable amount will be paid by BHEL at the prevailing Service Tax Rate (presently 12.36 %) on the admitted bill value.

**Contractor shall submit to BHEL documentary evidence of Service Tax registration certificate specifying name of services covered under this contract. Contractor shall submit serially numbered Service Tax and Cess Invoice, signed by him or a person authorized by him in respect of taxable service provided, and shall contain the following, namely,**

- 1. The name, address and the registration number of the contractor,**
- 2. The name and address of the party receiving taxable service,**
- 3. Description, classification and value of taxable service provided and,**
- 4. The service tax payable thereon.**

**All the Four conditions shall be fulfilled in the invoice before release of service tax payment.**

**Wherever, more than one route/option are available for discharge of service tax liability under a particular service, (e.g. "works contract Service"), contractor shall obtain prior written consent from BHEL site before billing the amount towards Service Tax.**

#### **5.1.3 VAT (Sales Tax /WCT)**

As regards Value Added Tax (VAT)/CST on transfer of property in goods involved in Works Contract (previously known as Works Contract Tax) applicable as per local laws, the price quoted by the contractor shall be inclusive of the same and in no case input or output VAT/CST will be reimbursed extra.

In any case the Contractor shall register himself with the respective Sales Tax authorities of the state and submit proof of such registration to BHEL along with the first RA bill. Contractor will submit all the details of VAT/CST paid for the contract in the prescribed format of the respective state VAT laws. Also, the contractor will issue the tax Invoices to BHEL as per the Tax laws of respective state on monthly basis. Contractor shall also be required to furnish to BHEL necessary proof of VAT remittance on monthly basis.

Deduction of tax at source shall be made as per the provisions of law and is to be construed as an advance tax paid by the contractor and no reimbursement thereof will be made.

Further, if BHEL, at the instance of customer or otherwise adopts the specific route for discharging output VAT liability itself, benefit of the reduction in liability of the contractor will be passed on to BHEL.

In case, BHEL is forced to pay any VAT liability on behalf of contractor, the same will be recovered from contractor's bill or otherwise as deemed fit

## 5.2 'Enabling Works'

~~The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tools, royalty, commissions or other charges which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit. ( i.e. rates quoted by bidder shall be inclusive of Service Tax, VAT/WCT and all other taxes and duties )~~

~~However, Since the proposed work is in the nature of 'Works Contract service' as per Service tax law, Hence, For non-corporate contractors being Individual, HUF, Proprietary Firm, Partnership Firm or Association of Persons (AOP), BHEL shall recover the applicable Service Tax under reverse charge mechanism from the contractor and remit the same with the Government as per the provisions of Law. Necessary advice/confirmation of remittance shall be issued to the contractor. The contractor shall not be eligible for any refund/reimbursement of such service tax from BHEL. It shall be the responsibility of the contractor to submit proper invoice giving all the requisite details as per Service Tax Law for the determination of the service tax liability of BHEL under reverse charge mechanism. BHEL reserves the right to determine such liability based on the invoice submitted by the contractor or otherwise independently and remittance of the same with the Government.~~

## 5.3 New Taxes/Levies

In case the Government imposes any new levy/tax on the output service/ goods/work after award of the contract, the same shall be reimbursed by BHEL at actual.

In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer, the Bidder/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same **before opening of Price Bid**. Claim for any such impact after opening the Price Bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

No reimbursement/recovery on account of increase/reduction in the rate of taxes, levies, duties etc. on input goods/services/work shall be made. Such impact shall be taken care of by the Price Variation/Adjustment Clause (PVC) if any. In case PVC is not applicable for the contract, Bidder has to make his own assessment of the impact of future variation if any, in rates of taxes/duties/ levies etc. in his price bid.

BHARAT HEAVY ELECTRICALS LIMITED  
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<b>Annexure- I</b>		
<b>CONSOLIDATED WAGES &amp; OTHER ALLOWANCES &amp; STATUTORY PAYMENTS / CONTRIBUTIONS- PER MONTH</b>		
Sl. No.	COMPONENTS	<b>Amount in Rs.</b>
		<b>CATEGORY OF WORKERS</b>
		<b>UNSKILLED (RATE PER PERSON)</b>
1(a)	MONTHLY CONSOLIDATED WAGES	4,400.00
1(b)	Increase of VDA Current(Special allowance)	2,214.00
1	MONTHLY CONSOLIDATED WAGES Including VDA	6,614.00
2	PF Contribution on S.No.1	
(a)	CPF @ 12% on Sl.No.1	793.68
(b)	EDLI @ 0.50% on Sl. No. 1	33.07
(c)	Admn. Charges ( 02 ) @ 1.10% on Sl. No. 1	72.754
(d)	Admn. Charges ( 22 ) @ 0.01% on Sl. No. 1	0.6614
3	ESI Contribution on Sl. No. 1	
(a)	ESI @ 4.75 as employer contribution	314.165
4	Bonus including incentive (One month Basic+ VDA of the month of December of calendar year )	550.9462
5	Liveries LS @ Rs. 225/- P. M.	225
6	Leave Salary 2 & 1/2 day	551.1666667
7	Per month category wise wage	9,155.44
8	Contractor's Service charges /Profit (In percentage of per man month rate)	To be quoted in price bid
9	Grand Total	Sl no. 7+8

**Notes:**

1. The monthly consolidated wages is as per minimum wages act Maharashtra govt. For calculation purpose Zone III basic pay has been taken into consideration. VDA (Special allowance) by Maharashtra Govt. w.e.f July 1, to Dec 31, 2014 has been incorporated in the category wise wage calculation and any further increase of VDA (Special allowance) will become the part of monthly consolidated wages.
2. TDS as applicable will be deducted from all the bills & TDS certificate will be issued to the Party.
3. Calculation of PF, Bonus, Incentive, & Leave Salary will be based on the monthly consolidated wages inclusive of VDA increase by Maharashtra Govt. w.e.f. Sept'14
4. Amount mentioned at sl. no. 1(b), 2(a), 2(b), 2(c), 2(d), 3(a) & 4 will be applicable as per Act.
5. Amount mentioned at sl. no. 1(a), 5 & 6 will be applicable as mentioned above.
6. Calculation of ESI is based on the monthly consolidated wages inclusive of VDA + Allowances.
8. Service charge (in percentage) at S.No.8 will be as same as Service Charge quoted by bidder in Annexure-A2, & then final value of S. No. 14 will be arrived.
9. The Annexure-F is only for information & reference purpose and it would be used to calculate the contract value as per clause no. 1.18.

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**Annexure–A**

**NO DEVIATION CERTIFICATE**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,  
(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : **No Deviation Certificate**

Ref : 1) NIT/Tender Specification No: .....  
2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions, Integrity Pact (if applicable) and acceptance to Reverse Auctioning process.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized  
representative of the bidder)

**Annexure-A1**

**DECLARATION CERTIFICATE**

I / We do hereby declare that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner. Also I / We have not been suspended / delisted / blacklisted by any other Govt. Ministry/Department/Public Sector Undertaking/ Autonomous Body/financial institution/Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication.

**Signature and Seal of the  
Bidder**



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**Annexure–B**

**DECLARATION FOR RELATION IN BHEL**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : **Declaration for relation in BHEL**

Ref : 1) NIT/Tender Specification No: .....

I/We hereby submit the following information pertaining to relation/relatives of Proprieter/Partner(s)/Director(s) employed in BHEL

**Tick(✓) any one as applicable:**

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:

(i)

(ii)

Signature of the Authorised Signatory

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable action against the Bidder/Contractor.

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**Annexure–C**

**BANK ACCOUNT DETAILS FOR E-PAYMENT**

(To be given on Letter head of the Company /Firm of Bidder, and **ENDORSED (SIGNED & STAMPED)**  
**BY THE BANK** to enable BHEL release payments through Electronic Fund Transfer (EFT/RTGS))

1. Beneficiary Name :
2. Beneficiary Account No. :
3. Bank Name & Branch :
4. City/Place :
5. 9 digit M ICR Code of Bank Branch :
6. IFSC Code of Bank Branch :
7. Beneficiary E-mail ID :  
(for payment confirmation)

NOTE: In case Bank endorsed certificate regarding above has already been submitted earlier, Kindly submit photocopy of the same

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**Annexure-D**

**DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : **Declaration by Authorised Signatory**

Ref : 1) NIT/Tender Specification No: .....  
2) All other pertinent issues till date

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorised to represent on behalf of my Company/Firm for the above mentioned tender and a valid Power of Attorney to this effect is also enclosed.

Yours faithfully,

(Signature, Date & Seal of Authorized  
Signatory of the Bidder)

Date:

Enclosed : Power of Attorney

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**POWER OF ATTORNEY for SUBMISSION OF TENDER/SIGNING CONTRACT AGREEMENT**  
**(To be typed on non judicial Stamp Papers of appropriate value as applicable and Notarised)**

KNOW ALL MEN BY THESE PRESENTS, that I/We do hereby make, nominate, constitute and appoint Mr ..... , whose signature given below herewith to be true and lawful Attorney of M/s..... hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, Power Sector \_\_\_\_\_ Region, \_\_\_\_\_, in connection with \_\_\_\_\_

vide Tender Specification No : \_\_\_\_\_, dated \_\_\_\_\_.

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

IN WITNESS WHEREOF the common seal of the company has been hereunto affixed in the manner hereinafter appearing on the document.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_

Director/CMD/Partner/Proprietor

Signature of Mr.....(Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness

Notary Public

BHARAT HEAVY ELECTRICALS LIMITED  
POWER SECTOR WESTERN REGION, NAGPUR  
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**BANK GUARANTEE FOR SECURITY DEPOSIT**

B.G. NO.

Date

This deed of Guarantee made this ----- day of -----two thousand ---- by <Name and Address of Bank> hereinafter called the "The Guarantor" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) in favour of M/s Bharat Heavy Electrical Limited ( A Govt. of India Undertaking) a company incorporated under the Companies Act, 1956, having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its unit at Bharat Heavy Electricals Limited, Power Sector Western Region, Shree Mohini Complex, 345 Kingsway, Nagpur 440 001 hereinafter called "The Company" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns)

WHEREAS < Contractor's Name and Address> (hereinafter referred to as the Contractor) have entered into a contract arising out of Letter of Intent no. < LOI REF & Date > (hereinafter referred to as "the contract") for < Name of Work > with the company.

AND WHEREAS the contract inter-alia provides that the contractor shall furnish to the company a sum of Rs.----- (Rupees-----) towards security deposit for due and faithful performance of the contract in the form and manner specified therein.

AND WHEREAS the contractor has approached the Guarantor and in consideration of the arrangement arrived at between the contractor and the Guarantor, the Guarantor has agreed to give the Guarantee as hereinafter mentioned in favour of the company.

The Guarantor do hereby guarantee to the company the due and faithful performance, observance or discharge of the Contract by the contractor and further unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of Rs.----- (Rupees-----) against any claim by the company on them for any loss, damage, costs, charges and expenses caused to or suffered by the company by reasons of the contractor making any default in the performance, observance or discharge of the terms, conditions, stipulations or undertakings or any of them as contained in the contract.

The decision of the company whether any default has occurred or has been committed by the contractor in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the contract and / or as to the extent of loss, damage, costs, charges and expenses caused to or suffered by the company by reason of the contractor making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the Guarantor irrespective of the fact whether the contractor admits or denies the default or questions the correctness of any demand made by the company in any Court, Tribunal or Arbitration proceedings or before any other Authority.

The company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the terms and conditions of the contract or extend time of performance by the contractor or to postpone for any time and from time to time any of the powers exercisable by it against the contractor and either enforce or forebear from enforcing any of the terms and conditions governing the contract or securities available to the company and the Guarantor shall not be released from its liability under these presents by any exercise by the company of the liberty with reference to the matters aforesaid or by reasons of time being given to the contractor or any other forbearance, act or commission on the part of the company or any indulgence by the company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so releasing the Guarantor from its liability under this guarantee.

The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the contract and its claim satisfied or discharged and till the company certifies that the terms and conditions of the contract have been fully and properly carried out by the contractor and accordingly discharges this Guarantee, subject however, that the company shall have no claim under this Guarantee after ----- i.e. (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time, as the case may be) unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.

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The Guarantor undertakes not to revoke this Guarantee during the period it is in force except with the previous consent of the Company in writing and agrees that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the contractor or the Guarantor shall not discharge the Guarantor's liability hereunder.

It shall not be necessary for the company to proceed against the contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them notwithstanding any security which the Company may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Guarantor hereunder be outstanding or unrealized.

Notwithstanding anything contained herein before, our liability under the Guarantee is restricted to Rs.----- (Rupees-----). Our guarantee shall remain in force until -----, i.e. (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time) unless a claim or demand under this guarantee is made against us on or before ----- we shall be discharged from our liabilities under this Guarantee thereafter.

Any claim or dispute arising under the terms of this documents shall only be enforced or settled in the courts of at Nagpur only.

The Guarantor hereby declares that it has power to execute this guarantee and the executant has full powers to do so on behalf of the Guarantor.

IN WITNESS whereof the ----- (Bank) has hereunto set and subscribed its hand the day, month and year first, above written.

(Name of the Bank)

Signed for and on behalf of the Bank  
(Designation of the Authorized Person Signing the

Guarantee)

(Signatory No.-----)

DATED:

SEAL

=====

Notes :

1. The BG shall be executed on non-judicial stamp papers of adequate value procured in the name of the Bank in the State where the Bank is located.
2. The BG is required to be sent by the executing Bank directly to BHEL at the address where tender is submitted / accepted under sealed cover.