



Bharat Heavy Electricals Limited, Jhansi

Department:.....

Tender Enquiry No:

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..... स्थाई पता..... वर्तमान पता.....
शैक्षिक योग्यता..... तकनीकी योग्यता.....
..... आधार न0.....
मोबाइल न0.....
भविष्य निधि खाता संख्या..... कर्मचारी रा.बी. निगम खाता संख्या.....

संविदा श्रमिक का
हस्ताक्षर युक्त फोटो
ठेकेदार द्वारा सत्यापित)

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

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

(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)

आबटित गेट पास सं०..... दिनांक..... हस्ताक्षर आबटनकर्ता.....

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 के ० ओ० सु० ब० द्वारा नवीनीकृत किया जायेगा।

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

We hereby accepted above (signature & seal of bidder)

Seal & Signature of BHEL contracting authority



Bharat Heavy Electricals Limited, Jhansi

Department:.....

Tender Enquiry No: _____

Annexure- II

FORM XIV

(See Rule 76)
Employment Card

Name and address of Contractor :

Nature of work and location of work :

Name and address of Establishment in/under which contract is carried on :

Name and address of Principal Employer :

1. Name of the workmen :

2. Serial No. in the register of workmen employed :

3. Nature of employment/designation :

4. Wage rate with particulars of unit, in case of piece-work. :

5. Wage period :

6. Tenure of employment :

Remarks. :

Signature of contractor.

We hereby accepted above (signature & seal of bidder)

Seal & Signature of BHEL contracting authority

TENDER ENQUIRY NO. _____

Self Declaration

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

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

(Under Letter Head)

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.

CONTRACT AGREEMENT

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

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

That this Agreement shall be deemed to have come into force from the date on which the letter of intent has been issued to the Contractor.

That whenever under this contract or otherwise, any sum of money shall be recoverable from a payable by the Contractor, the same may be deducted in the manner as set out in the General Conditions of Contract or other conditions governing this Agreement.

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

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

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

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

The following documents shall also form part of & shall govern this Agreement:-

(a) Invitation to Tender No. _____ dated: _____ and the documents Specified therein.

CONTRACT AGREEMENT

(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.

2.

Enclosed:

100 Rs. stamp paper no. _____ is part of agreement.

क्षतिपूर्ति बन्धनामा

सेवा में,

भारत हेवी इलेक्ट्रीकल्स लिमिटेड झांसी

द्वारा एक्जीक्यूटिव डायरेक्टर भारत हेवी इलेक्ट्रीकल्स लिमिटेड झांसी

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

यह कि मुझे ठेकेदार निष्पादक को भारत हेवी इलेक्ट्रीकल्स लिमिटेड झांसी से कायदेशि
संख्या ----- दिनांक ----- के अनुसार -----

----- के कार्य करने का ठेका
मिला है और इस कायदेशि 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 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 LABOUR SUPPLY 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, under Letter head of bidder.
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 145 - Price Bid Sheet for Labour Supply Contracts (in a separate envelope)
13	Format JS 471 – Blank Price Bid Sheet for Labour Supply 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

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

PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____¹ through its Unit at.....(name of the Unit) having agreed to exempt (Name of the Vendor / Contractor / Vendors) with its registered office at _____² (hereinafter called the said "Contractor" which term includes vendors), 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)], being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer, , an amount not exceeding Rs. _____ without any demur, immediately on demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand

Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

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

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

We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied & the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) or acceptance of the final bill or discharge of this guarantee by the Employer, whichever is earlier. This guarantee shall initially remain in force upto and including _____⁶ and shall be extended from time to time for such period as may be desired by the Employer. Unless a demand or claim under this guarantee is made on

us in writing on or before the _____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.

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

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

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁵
- b) This Guarantee shall be valid up to⁶
- c) Unless the Bank is served a written claim or demand on or before _____⁷ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

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

(Signature of Authorised signatory)

¹ADDRESS OF THE EMPLOYER. I.e Bharat Heavy Electricals Limited ²

ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER .

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ CONTRACT VALUE

⁵BG AMOUNT IN FIGURES AND WORDS

⁶VALIDITY DATE

⁷DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept one year after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.
4. **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's (BHEL's Consortium Bank) branch in India. 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). The BG Format provided to them should clearly specify the same.

BHARAT HEAVY ELECTRICALS LIMITED, JHANSI

ANNEXURE - X

STATEMENT OF PAID LEAVE OF EMPLOYEE FOR MONTH

Sl No	Name of Employee	Employee No	Opening Balance of paid Leave	Paid Leaved earned during month	Paid Leave availed during month	Closing Balance of Paid leave.

Signature of Contractor with Seal & date