

TENDER SPECIFICATION

BHEL-EDN/ICF/01- 2020-21 dated 16/03/2021

FOR

**Supervision of Mounting & Installation of all BHEL supplied Equipment,
Wiring of coaches, Pre Commissioning Checks and Commissioning of
25kV AC 3 Phase Electrics for Non AC - ACEMU and MEMU**

AT

**INTEGRAL COACH FACTORY FURNISHING DIVISION
LAXMIPURAM,
VILLIVAKKAM,
CHENNAI**



(A Govt. of India Undertaking)

**ELECTRONICS DIVISION
PO BOX. 2606,
MYSORE ROAD,
BANGALORE 560026**

SIGNATURE OF BIDDER

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THIS DOCUMENT CONSISTS OF:

PART - I

- **Technical Conditions of Contract**
- **General conditions of Contract**
- **Forms & Procedures**

PART- II

- **Price bid specification**

BHARAT HEAVY ELECTRICALS LIMITED



(A Govt. of India Undertaking)
ELECTRONICS DIVISION
PO BOX. 2606, MYSORE ROAD - BANGALORE 560026

BHARAT HEAVY ELECTRICALS LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING)
ELECTRONICS DIVISION
PO BOX. 2606, MYSORE ROAD - BANGALORE 560026

FOR

SUPERVISION OF MOUNTING & INSTALLATION OF ALL BHEL SUPPLIED EQUIPMENT, WIRING OF COACHES, PRE COMMISSIONING CHECKS AND COMMISSIONING OF 25KV AC 3 PHASE ELECTRICS FOR NON AC - ACEMU AND MEMU AT ICF, CHENNAI.

AT
**INTEGRAL COACH FACTORY,
FURNISHING DIVISION
LAXMIPURAM,
VILLIVAKKAM,
CHENNAI,
TAMILNADU- 600 038**

LAST DATE FOR
TENDER SUBMISSION .

Refer Notice Inviting Tender

THESE TENDER SPECIFICATION DOCUMENTS CONTAINING Part-I AND Part- II ARE ISSUED TO:

M/s.

.....
PLEASE NOTE:
THESE TENDER SPECS DOCUMENTS ARE NOT TRANSFERABLE.

For Bharat Heavy Electricals Limited

AGM (PES-Site Services)

Place: BANGALORE

Date :

Rev-00
16th March,
2021

NOTICE INVITING TENDER

BHEL-EDN/ICF/01- 2020-21 dated 16/03/2021

**Bharat Heavy Electricals Limited
ELECTRONICS DIVISION, BANGALORE**

NOTICE INVITING TENDER (NIT)

TENDER REFERENCE NO & DATE	BHEL-EDN/ICF/01- 2020-21 dated 16/03/2021
BROAD SCOPE OF JOB	SUPERVISION OF MOUNTING & INSTALLATION OF ALL BHEL SUPPLIED EQUIPMENT, WIRING OF COACHES, PRE COMMISSIONING CHECKS AND COMMISSIONING OF 25KV AC 3 PHASE ELECTRICS FOR NON AC - ACEMU AND MEMU AT ICF, CHENNAI.
PLACE OF WORK	Integral Coach Factory, Villivakkam, Chennai - 600038
Period of Work	24 months from the date of award of contract
Tender Type	Open Tender (Two Part Bid)
Earnest Money Deposit (EMD)	INR 3.46 lakhs
Value of Work	INR 1.73 Crores (Inclusive of 3.97% travel expenses which is in BHEL scope and exclusive of GST and other taxes, if applicable)
DUE DATE & TIME OF OFFER SUBMISSION	07/04/2021 (DD/MM/YYYY), 13:00 Hrs.
DATE AND TIME OF TECHNICAL BID OPENING	<p>Date : 07/04/2021 Time 13.30 Hrs</p> <p>Notes:</p> <ol style="list-style-type: none"> (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 with authority letter
CONTACT PERSONS	<p>Mr. PRAVEEN GADE, AGM / Mobile: 9449869561</p> <p>Mrs. B.S. KARTHIGA, Manager / Mobile 9842360005</p>
Address for Submission of completed Tender	<p>Submission of EMD including Tender Documents should be sent in original through R.P.A.D / Speed post / hand delivery / Courier/e-tender in pdf form, so as to reach the office of Offer inviting Authority.</p> <p>Mr. M. VIJAYAKUMAR SR. MANAGER, PES, NEB 3rd FLOOR, BHEL EDN, P.B. No. 2606, Mysore Road, Bangalore –560026. Phone: 080-26998346, 9845402722</p> <p>Or</p> <p>Drop duly filled in tender document within the specified date and time in the Tender Box no:11 (at BHEL- EDN Reception for PES Dept.) PES- Traction Services BHEL - Electronics Division P.B. No: 2606, Mysore Road, Bengaluru – 560026, Karnataka, INDIA</p>
Contact Details for Queries related to this tender.	<p>Mr. PRAVEEN GADE, AGM /Mob-9449869561 / pgade@bhel.in</p> <p>Mrs. B.S. KARTHIGA, MGR / Mob 9842360005 / karthiga@bhel.in</p>

LATEST UPDATES	<p>Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted only in BHEL webpage www.bhel.com. (Tender Notifications- View Corrigendums and www.bheledn.com) and not in the newspapers. Bidders to keep themselves updated with all such information. No separate communication to individuals shall be sent regarding this.</p>
LAST DATE FOR SEEKING CLARIFICATION	<p>Atleast 5 days before the due date of offer submission along with soft version addressing to undersigned & others as per contact address given below.</p> <p style="text-align: center;"> AGM(PES-Site Services) BHEL-ELECTRONICS DIVISION , PBNO. 2606, MYSORE ROAD, BANGALORE. </p> <p>Phone: 080-26998375, 9920775139 / 080-26998346, 9845402722/ 9449869561 e-mail:csdeolikar@bhel.in / pgade@bhel.in</p>

Rev-00
16th March,
2021

PART – 1

TECHNO

COMMERCIAL

BID

BHEL-EDN/ICF/01- 2020-21 dated 16/03/2021

PART -I : TECHNO - COMMERCIAL BID

i) INFORMATION PART:-

All the details in the below table shall be filled by bidder.

S NO	Particulars	To be filled by Bidder
1.0	Name and Address of the Tenderer	
2.0	Details about type of the Firm/Company	
3.0	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No:Mobile No: Email ID: Fax No:
4.0	Details of alternate Contact person for this tender	Name : Mr/Ms Designation: Telephone No:Mobile No: Email ID: Fax No:
5.0	Telephone Number	Office Residence Mobile No. Email id.
6.0	CONSTITUTION OF FIRM	INDIVIDUAL/ SOLE PROPRIETORSHIP CONCERN/ PARTNERSHIP FIRM/ PUBLIC LTD. COMPANY/ PRIVATE LTD. COMPANY
7.0	QUALIFICATION	
8.0	STAFF STRENGTH - Technical Staff Details (Use separate sheet if reqd.) - Working Staff Details (Use separate sheet if reqd)	
9.0	EMD DETAILS	DD No: Date : Bank : Amount: <u>Please tick (✓) whichever applicable:-ONE TIME EMD / ONLY FOR THIS TENDER</u>
10.0	Validity of Offer	The offer shall be valid for SIX months from the due date.

ii) **PRE – QUALIFICATION CRITERIA (PQC) –** Bidders shall submit their response against each point with supporting documents and offers not complying with any of the PQC will be rejected.

S. No	Particulars	To be filled by Bidder
1.0	a) Whether the scope of work is understood clearly by the bidder? b) Whether the bidder is ready to comply with all the terms and conditions & the work can be accomplished without any issues?	Understood / Not Understood Accepted / Not Accepted
2.0	Whether the bidder accepts to execute in total?	Yes / No
3.0	Experience of having successfully completed similar works during last 7 years ending last date of the month previous to the month of tender floating should be either of the following. Three similar completed works costing not less than Rs 69.00 lakhs (or) Two similar completed works costing not less than Rs 87.00 lakhs (or) One similar completed work costing not less than Rs 138.00 lakhs (Respective copies of WORK ORDER for similar work done at BHEL/other customer or at Railways to be enclosed. Copy of performance report/completion certificate/inspection clearance report/dispatch docs/other equivalent documents issued from the organization where the work is executed is to be enclosed. Submission of Work Order copy is not adequate). *Similar work means the bidder should have successfully executed any type of commissioning works/Supervision of Mounting & Installation/Replacement of faulty and defective items during commissioning works at BHEL or Railway sheds.	Enclosed / Not enclosed
4.0	Average Annual Financial turnover during the last three years (from the tender opening date) ending 31 st March of previous financial year should be atleast Rs 51.90 lakhs	Rs
4.1	Turn over - Previous financial year (2019-20)	Rs
4.2	Turn over - 1 year before previous financial year (2018-19)	Rs
4.3	Turn over – 2 years before previous financial year (2017 - 18)	Rs
5.0	Whether the organization is a registered one? Copy of registration with date of establishment / registration certificate shall be furnished.	
5.1	Whether Registered with ESI / PF Authority	Yes/ No
5.2	If Yes, indicate PF Registration No (Copy of last month contribution paid receipt to be enclosed)	
5.3	If Yes, indicate ESI Registration No. (Copy of last month contribution paid receipt to be enclosed)	
5.4	If No, Workmen compensation policy to be produced before commencement of work. Is the tenderer willing to pay the ESI and PF contribution subject to BHEL Terms and conditions.	Yes/ No
6.0	Security Deposit Clause as per NIT	Acceptable/Not Acceptable
7.0	The bidder should have office in the area where ICF is located with land line/mobile telephone and E-mail for emergency contact. Please provide address, Phone numbers & E-mail ID.	
7.1	In case there is no office, the bidder is ready to open office at the location	Yes/ No

8.0	Whether tools and tackles with storage cabinets to be put up inside ICF (as given in the scope of work) will be supplied by contractor? MANPOWER - Atleast 15 number of persons shall be supplied in total. 5 – Diploma holders in Electrical / Electronics / Instrumentation from Government recognized Technical Board.	Yes/ No
8.1	10 – B.E / B.Tech in Electrical / Electronics / Instrumentation from Government recognized Universities. If more number of persons shall be required to complete the work, the same shall be provided and work shall be completed without any delay. Whether the bidder will be able to supply the above manpower?	Yes / No
9.0	PAYMENT - Payment will be made monthly on pro-rata basis against your invoice after Satisfactory Services for each month. Attendance record, Time sheet and Joint notes signed with customer / BHEL Site In charge to be attached along with the invoice. Whether the above payment term is acceptable by bidder?	Yes/No

OTHER CONDITIONS		
10.0	Mode of EMD furnished (Cheque is not acceptable)	SB Collect/DD/ Pay Order/EFT in BHEL Account
10.1	Particulars (Receipt No. and Date)	Acceptable/ Not Acceptable
11	General Conditions of Contract & NIT	Acceptable/ Not Acceptable
12	Contract period mentioned in NIT	Acceptable/ Not Acceptable
13	Payment Terms defined in NIT	Acceptable/ Not Acceptable
14	EFT form signed & sealed by banker in original is enclosed	Enclosed / Not enclosed
15	Cancelled cheque or photocopy of cheque enclosed	Enclosed / Not enclosed
16	GST registration No. of Tenderer (Copy of the same to be enclosed)	Enclosed / Not enclosed
17	Indemnity bond to be submitted by bidder after award of contract	Acceptable/Not Acceptable
18	If MSE vendor, documents shall be submitted. In case of non-submission of supporting documents, the bidder shall be considered as non/MSE.	Enclosed/Not Enclosed/Not Applicable
19	Declaration Of Acceptance To Terms & Conditions	Enclosed / Not enclosed

		APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
20	Whether the format for compliance with PRE QUALIFICATION CRITERIA is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
21	Audited profit and Loss Account for the last three years	Applicable	YES/NO
22	Copy of PAN Card	Applicable	YES/NO
23	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable	YES/NO
24	Integrity Pact	Not Applicable	Not Applicable
25	Declaration by Authorized Signatory	Applicable	YES/NO
26	No Deviation Certificate	Applicable	YES/NO
27	Declaration confirming knowledge about Site Conditions	Applicable	YES/NO
28	Declaration for relation in BHEL	Applicable	YES/NO
29	Non Disclosure Certificate	Applicable	YES/NO
30	Bank Account Details for E-Payment	Applicable	YES/NO
31	Capacity Evaluation of Bidder for current Tender	Applicable	YES/NO
32	Tie Ups/Consortium Agreement are submitted as per format	Applicable	YES/NO
33	Power of Attorney for Submission of Tender/Signing Contract Agreement	Applicable	YES/NO
34	Analysis of Unit rates	Applicable	YES/NO

a) INSTRUCTIONS TO TENDERERS

1.1 Sealed Tenders for the above noted works are hereby invited from Contractors experienced in works of similar kind and magnitude.

1.2 Tender shall be submitted in two parts, i.e. **(I) Techno-Commercial bid and (II) Price Bid.**

1.2.1 **Techno-Commercial bid** shall be submitted confirming acceptance to all the clauses indicated in this Tender along with EMD and all enclosures as required by the Tender and any other which the Tenderer wish to submit. Tenderers shall also sign each and every page of the Tender document attached thereto before submitting Tender.

ENVELOPE – I superscribed as :

PART-I (TECHNO COMMERCIAL BID)

TENDER NO :

NAME OF WORK:

DUE DATE OF SUBMISSION:

DETAILS OF THE BIDDER WITH ADDRESS:

1.2.2 **Price Bid** duly filled & signed with seal, must be put in another separate sealed envelope superscribed with Tender reference and 'Price Bid'. Price bid envelope must contain only the rates and amount to be quoted in figures and words in format enclosed in Price schedule: Part- II which is enclosed hereto.

ENVELOPE-II: superscribed as:

PART-II (PRICE BID)

TENDER NO :

NAME OF WORK:

DUE DATE OF SUBMISSION:

DETAILS OF THE BIDDER WITH ADDRESS:

1.2.3 MAIN ENVELOPE-III : OUTER ENVELOPE superscribed as:

TECHNO-COMMERCIAL BID, PRICE BID & EMD

TENDER NO:

NAME OF WORK:

DUE DATE OF SUBMISSION:

DETAILS OF THE BIDDER WITH ADDRESS:

SPECIAL NOTE : All documents/ annexures submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.

1.1 The bidders are required to submit / drop duly filled in tender document within the specified date and time in the tender box (Box No.11 for PES dept) kept in Reception Area of BHEL – Electronics Division, Mysore road, Bangalore – 560 026. Tenders received after the due date & time of opening of tenders will not be accepted. All the tenderers may witness the opening of the bids with due authorization of the person witnessing from the authorized signatory of the tenderer.

1.2 The local address of the Contractors, the name of the person to whom all the correspondence is to be addressed should be indicated, mobile number (both Office & Residence), e-mail address and fax numbers.

1.3 The tender documents are available in the BHEL web site: www.bhel.com / Central Public Procurement Portal: eprocure.gov.in under heading Tender Notifications. Corrigendum if any including extension of due date, clarification etc., will be published in BHEL web site only.

1.4 All entries in the tender documents should be in one ink. Eraser and overwriting are not permitted.

2. Tenders should be addressed to AGM / Sr.Mgr (PES), Electronics Division, Bharat Heavy Electricals Limited, Mysore Road, Bangalore – 560 026. The full name and address of the tenderer, name of the work and the date of opening should be indicated on the cover.

2.1 The local address of the Contractor, the name of the person to whom all the correspondence are to be addressed, should be indicated with telephone number (both office and residence), FAX / e-mail address, Mobile phone No. etc.

3. Tenderers shall fill in all the required particulars in the blank spaces provided for this purpose in the tender documents and also sign each and every page of the tender document including the drawings (wherever applicable) attached there to before submitting tender.

4. Rates should be quoted in figures as well as in words in Indian Currency only i.e. Rupees with reference to each item and for all the items shown in the attached schedule. The rates shall include all taxes and duties payable on account of Service Tax, Sales Tax etc., and also expenses towards PF and ESI contributions (see clauses 8, 37 and Annexure 'C'). The tenderers shall fill amount of each item and the total on each sheet as also the grand total amount of the whole contract.

5. Non-conformities between figures and words of the quoted prices: Sometimes, non-conformities/errors are also observed between quoted prices in figures and that in words. The same is to be taken care of as indicated below:

5.1 If in the price structure quoted for the required services, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price will prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

5.2 If there is error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected: and

5.3 If there is discrepancy between words and figures, the amount in words shall prevail, unless the amount expresses in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to 6.1 and 6.2 above.

5.4 If there is discrepancy in an offer, the same will be conveyed to the tenderer with target date on the above lines and if the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored.

6. In quoting their rates, the tenderers are advised to take into account all factors including any fluctuations in market rates. No claim for enhanced rates will be entertained on this account after acceptance of the tender or during the currency of the contract.

7. (a) The rates to be quoted by the tenderer shall be firm and should consist of all taxes including GST. The tax should be quoted in the GST column in Price Bid. The tax rate changes if any during the course of contract will be paid as applicable. If BHEL is required to discharge the liability of any taxes on the transaction like TDS(IT), TDS(WCT), service tax under reverse charge mechanism or any other similar taxes, which is or becomes payable by BHEL, the same shall be deducted from the bills of the contractor.

(b) Evaluation of offers will be done based on the total landed cost to BHEL. No splitting of quantity is allowed and the entire requirement will be considered as a single package.

8. (a) The rates quoted in the tender shall remain valid for a period of 'SIX MONTHS' from the date of opening of tender.

(b) Tenderer shall not increase their quoted rates, once the tenderer has submitted his quotation and during execution of the contract in case his tender is accepted.

9. Before tendering, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions, position of materials and labour. They should be well versed with BHEL General Conditions of Contract, Instructions to tenderers, drawing wherever applicable and specifications and all other documents which form part of the agreement to be entered into subsequent to award of work. The tenderers shall specially note that it is the tenderer's responsibility to provide any item which is not specially mentioned in the specification or drawing, but which is necessary to complete the work.

10. Details and quantities of each item of work shown in the "Bill of Quantities" attached here to be only approximate. They are given as a guide for the purpose of tendering only and are liable to variation and alteration at the discretion of the competent authority. The work under each

item as executed shall be measured and priced at the corresponding rates to be quoted by the contractor in the Bill of Quantities attached here to.

11. Should a tenderer find discrepancies or omissions in the drawings wherever applicable / Specifications / Scope of work / Terms & Conditions attached to the tender documents or should be in doubt as to their meaning, he should at once address to the authority inviting the tender for clarifications.

Every endeavor is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.

12. In the event of tender being submitted by a firm, the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of Attorney on behalf of the firm concerned. In the latter case, a copy of the Power of Attorney duly attested by a Gazetted Officer must accompany the tender.

13. In case, the date of tender opening falls on Holiday, the tender will be opened on the next working day.

14. Every tender must be accompanied by deposit receipt for the amount mentioned as Earnest Money Deposit. This earnest money will be refunded to the unsuccessful tenderers after finalization of the award of work. In the case of successful tenderer, the earnest money will be retained as part of the Security Deposit for satisfactory completion of the work in accordance with Clause – 16 of the BHEL General Conditions of the Contract. Tenders without Earnest Money Deposit receipts are liable to be rejected. No interest will be paid on the earnest money deposits.

15. The EMD may be submitted in following forms:

a) Cash deposit as permissible under the extant of Income Tax Act (before tender opening only)

b) Electronics fund transfer credited in BHEL account. (before tender opening only)

c) Banker's Cheque/ Pay Order/ Demand Draft In favour of BHEL (along with offer.)

d) Deposit using 'SBI Collect' to BHEL account and e-receipt can be submitted along with bid

Process: 1. Go to <https://www.onlinesbi.com> 2. Select SB Collect from the top menu. 3. Accept terms and conditions and proceed. 4. Select state as Karnataka. 5. Select Type as Industry. 6. Select 'BHARAT HEAVY ELECTRICAL LTD' AND SUBMIT. 8. Select payment category ' Others' and subcategory as EMD and make payment.

16. MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (Two years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -1(Refer Page No.31) where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required

documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

17. Unless the Contractor whose tender is accepted signs the contract agreement within fifteen days (15 days) of the date of the order directing him to do so, the amount of Earnest Money already deposited by him may be forfeited and acceptance of his tender withdrawn.

18. If, after opening of tenders, a tenderer revokes his tender or increases his earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the instructions of Engineer-in-charge, the Earnest Money Deposited by him will be forfeited and acceptance of his tender withdrawn. If only a part of the work included in the tender had been awarded to the tenderer, the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.

19. BHARAT HEAVY ELECTRICALS LIMITED reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason thereof. In the case of acceptance of a part of tender, the time for completion may also be reduced to the extent considered appropriate by the accepting authority.

20. Conditional and unsigned tenders, tenders containing absurd rates and amounts, tenders which are incomplete or otherwise considered defective, tenders which are not in accordance with the tender conditions laid down by the Accepting Officer and tenders not submitted in the prescribed forms are liable to be rejected.

21. The tenders should be accompanied by a list of contracts already held by the Contractor at the time of submitting the tender and giving the following particulars:

- (a) Name of work, value and address.
- (b) The balance work remaining to be done on the same.

22. Tenders submitted by post should be sent by "Registered Post with Acknowledgement due" or by Courier. These should be posted with due consideration for any delay in postal delivery. Tenders received after the due date of opening of tenders are liable to be rejected.

23. The Contractor's responsibility under this contract shall commence from the date of receipt of the order or acceptance of his tender.

24. Fraud Prevention Policy:

"The Bidder along with its associate/Collaborators/Sub-Contractors/Sub-Vendors/Consultants/Service Providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL Website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."

25. If a tenderer expires after the submission of his tender or after the acceptance of his tender, BHEL may, at their discretion, cancel such tender. If a partner of the firm expires after the submission of the Tender, after the acceptance of the Tender, BHEL may cancel such Tender at the discretion unless the firm retains its character (s).

26. BHARAT HEAVY ELECTRICALS LIMITED will not be bound by any power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. They may however, recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.

27. If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage. Further the tenderer will be liable for any damage caused.

28. Words imparting the singular number shall be deemed to include the plural number and vice-versa where the context so requires.

29. The General and Special Conditions of Contract are complementary to each other and where they are in conflict, the special condition shall prevail.

30. The expenses for completing the stamping the agreement shall be paid by the contractor.

31. Unless and otherwise stated all tendered work includes supply, testing and commissioning of equipment as agreed to in the contract.

32. After completion of the job, the contractor has to furnish details of actual work done in consultation with Engineer-in-charge.

33. Any covering letter and comments of the Contractor should be submitted in duplicate along with the offer.

34. The Contractor shall provide all the materials needed for testing, commissioning including consumables specified in the Scope of Work etc. In quoting their rates, the Contractors are advised to take into account the cost of the above materials.

35. Should a tenderer or a contractor on the list of approved contractors have a relative or in the case of firm or Company of Contractors any of its shareholder's relative is employed in any Capacity in the Electronics Division of Bharat Heavy Electricals Limited, Bangalore – 26, the authority inviting tenders shall be informed of this fact at the time of submission of the tender, failing which tender may be disqualified or if such a fact subsequently come to light, the relevant provisions of the General Conditions of Contract will apply.

36. These 'INSTRUCTIONS TO TENDERERS' & 'GENERAL CONDITIONS OF CONTRACT OF BHEL' shall be deemed to form an integral part of the contract agreement for the work to be entered into. In cases of variation between the two in any matter, the conditions in the 'THE INSTRUCTIONS TO TENDERERS' shall prevail. Extracts of some of the important clauses of BHEL G.C.C are enclosed (Annexure containing extracts of clauses 20, 38 (Deleted) and 58 of BHEL GCC). The contractor has to obtain, at his cost, a copy of the BHEL GCC, scrutinize the same, and when submitting his tender, indicate his acceptance of BHEL GCC in the proforma enclosed at Annexure - B.

37. The Contractor shall comply with the provision of Employees Provident Fund and Miscellaneous Provisions Act 1952 and rules, regulations and other orders issued there under. He, as an employer, shall be liable to pay employer's contribution/deductions towards PF under the PF Act in respect of all labour employed by him, for the execution of the contract in

accordance with the provisions of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 as amended from time to time. For this purpose he shall indicate the code number obtained from the Regional Provident Fund Commissioner or he should obtain a code number if he has not and produce the Photostat copy of the challan / receipt of monthly remittance of the contribution made by him to the PF Commissioner. Final payments due to him will be released only on production of a "No due certificate" from the Regional Provident Fund Commissioner wherever applicable. He shall also furnish such returns as are due, under the Act, to be sent to the appropriate authorities through the Principal Employer".

38. The Contractor should get himself registered with the E.S.I. Authorities as an independent Employer, obtain a separate code number and remit the dues in respect of the labour employed by him for the work and produce the Challans / Receipts of remittance of the ESI contributions due under the E.S.I. Act to the Company authorities. He shall also furnish such returns, as are due, under the Act, to be sent to the appropriate authorities through the Principal Employer.

38.1 If any action is brought in by P.F. Commissioner/ESI authorities on BHEL for the work done by the Contractor for his labourers regarding PF/ESI amount due, short remittances, non remittances etc., the Contractor shall defend the case on behalf of BHEL and/or reimburse BHEL the expenses so incurred.

38.2 If applicable, the Contractor shall apply and obtain license under Contract Labour (R&A) Act 1970 and comply with the relevant provisions of this Act in respect of the labour employed by him for executing this contract. The Contractor shall furnish necessary returns to the authority through the Principal Employer.

39 If applicable, the Contractor shall insure all his labourers and materials. Any claim by his employees for the damages shall be settled by the contractor even action is against BHEL or to reimburse the legal expenses incurred by BHEL

40 Any action brought in by anybody on BHEL regarding patent, right etc., used by contractor in execution of work shall be defended by the contractor and /or reimburse to BHEL the cost of the same.

41 Contractor shall produce necessary records, documents, explanation whenever he is called upon to do, by any Government. Agencies like ESI, PF, VIGILANCE etc.,

42 TERMS OF PAYMENT:

Payment will be made monthly on pro-rata basis against your invoice after Satisfactory Services for each month. Attendance Record and Time sheet and joint notes signed with customer / BHEL Site In charge to be attached along with the invoice. WAM format as enclosed shall be submitted against each bill.

Bidder shall submit bills for the work completed under the specification, once in a month preferably within in the First week, detailing work done during the previous month. The format for billing shall be approved by BHEL SITE ENGINEER before raising invoices. All payments shall be released progressively on pro-rata basis as per the work completion and certified by BHEL

Engineer at Site. The process of certification at site and forwarding the bill to BHEL EDN Bangalore and release of payment to Bidder is expected to take 30-45 Days after the bills are received at BHEL Bangalore with all the statutory Documents. Bidder is advised to take note of this and ensure labor payments in time (by 10th of every month) without fail. Non - receipt of payment /delay in getting payment from BHEL cannot be the reason for Bidder to delay in making payment of wages to workers. The Bidder has to submit his running bills in printed format with serial numbers and mentioning the registration numbers for service tax, TIN, sales tax etc.

The progressive payment for Supervision of Mounting & Installation of all BHEL supplied Equipment, Wiring of coaches, Pre Commissioning Checks and Commissioning on accepted price of contract value for 25kV AC 3 Phase Electrics of Non AC - ACEMU and MEMU rates will be released as per the break up given hereinafter:

Sl.No	Activity/Work Description	% of Finalized Unit Rate
1	Completion of Commissioning Assistance for Non AC AC EMU	100%
1.1	BUs - 60%	60%
1.2	First 6-CAR - 10%	10%
1.3	Second 6-CAR - 10%	10%
1.4	12-CAR - 10%	10%
1.5	After dispatch by Customer from ICF (5%)	5%
1.6	After acceptance by end user railways (5%)	5%
2	Completion of Commissioning Assistance for MEMU	100%
2.1	BUs - 60%	60%
2.2	First 4 CAR - 10%	10%
2.3	Second 4-CAR - 10%	10%
2.4	8-CAR - 10%	10%
2.5	After dispatch by Customer from ICF (5%)	5%
2.6	After acceptance by end user railways (5%)	5%
		100%
3	Actual Travel	
3.1	EMU/Loco shed within 1500 kms	As per BHEL allowable limit
3.2	Hotel stay	
3.3	DA	

43 SECURITY DEPOSIT

43.1 The successful tenderer shall deposit the Security deposit before start of the work. The rate of Security deposit will be 5% of contract Value.

43.2 Security deposit may be furnished in any one of the following forms

I. Cash (as permissible under the Income Tax Act)

II. Local Cheques of scheduled Banks (subject to realization)/Pay Order/ Demand Draft /Electronic Fund Transfer in favour of BHEL

III. 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)

IV. Bank Guarantee from scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.

V. 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.

VI. Security Deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of Security Deposit shall be deposited before start of the work and the balance 50% may be recovered from the running bills.

VII. EMD of the successful tenderer shall be converted and adjusted against the security deposit.

VIII. The Security deposit shall not carry any interest.

IX. Security Deposit can be deposited using 'SBI Collect' to BHEL account and e-receipt can be submitted.

NOTE: Acceptance of Security Deposit against Sl. No. (iii) and (v) above will subject to hypothecation or endorsement on the document in favour of BHEL-EDN. However, BHEL will not be liable or responsible in any matter for the collection of interest or renewal of the documents or in any other matter connected therewith.

44 REVERSE AUCTION

"BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer 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 RA.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction.

Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers / contractors (as available on www.bhel.com).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com)."

As a reminder to the bidders, system will flash following message (in RED Color) during the course of 'online sealed bid':

"Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL".

45. Evaluation criteria :- The evaluation will be based on landed cost to BHEL.

46. GeM Portal: - GeM seller Id will be mandatory to the successful / vendors before placement of order. Vendor/ vendors has to inform BHEL immediately on creation of seller Id.

47. Minimum Wages:- vendor has to ensure that minimum wages as per the state guidelines / Act are to be paid to their applicable employees/ staff.

48. Force Majeure Clause :- any pandemic disease which leads to lockdown/shut down of the particular ELS/Zone, the vehicle/gate pass need to be obtained from the respective competent authority, viz, police, medical etc. for entry to Electric Loco Shed (ELS) for contract man power same need to be submitted along with bills.

49. No Deviation with respect to tender clauses and no additional clauses/ suggestions/ in Techno-commercial bid/ Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same.

50. 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).

51. For any clarification on the tender document, the bidder may seek the same in writing or through email, 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.

52. 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.

53. 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, 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.

54. 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.

55. Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise..

56. 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.

57. The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.

58. 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:

-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.

-'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.

-Number of partners for a consortium Bidding (or Technical Tie up) shall be as specified in the PQR

-Prime Bidder shall be as specified in the Pre Qualification Requirement, else the bidder who has the major share of work

- 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
- Prime Bidder shall comply with additional 'Technical' criteria of PQR as defined in 'Explanatory Notes for the PQR'
- Prime Bidder shall comply with all other Pre Qualifying criteria for the Tender unless otherwise specified
- 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.
- Prime Bidder shall be responsible for the overall execution of the contract
- 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
- 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.
- In case the prime Bidder withdraws, the whole contract shall be considered cancelled and short closed.
- 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 for similar works, subject to certification from BHEL about the active involvement of the Prime Bidder for satisfactory execution of the works.

ANNEXURE-3 IMPORTANT INFORMATION

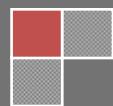
The offers of the bidders, who are on banned list, as also the offers of bidders, who engage the services of banned firms, shall be rejected. The list of banned firms is available on BHEL web site (www.bhel.com ---> Tender Notifications ¶ List of BannedFirms)

REV.00
16TH Mar
2021

PART-I TECHNICAL CONDITIONS OF CONTRACT (TCC)

(DOC. NO. BHEL-EDN/ICF/01- 2020-21 REV.00
DT. 16/03/2021)

**BHARAT HEAVY ELECTRICALS LIMITED
ELECTRONICS DIVISION, BANGALORE**



TECHNICAL CONDITIONS OF CONTRACT (TCC)

1.0	Project Information
1.1	<p>1. Purchaser / Owner : Railways-ICF, Furnishing Division,</p> <p>Project Title : Supervision of Mounting & Installation of all BHEL supplied Equipment, Wiring of coaches, Pre Commissioning Checks and Commissioning of 25kV AC 3 Phase Electrics for Non AC – ACEMU and MEMU at ICF, Chennai.</p> <p>2. LOCATION AND APPROACH :</p> <p>1. Plant Location : ICF Furnishing Division Laxmipuram Villivakkam Chennai, Tamilnadu - 600038394651</p> <p>2. Address Details : ICF Furnishing Division Laxmipuram Villivakkam Chennai, Tamilnadu - 600038394651</p> <p>3. Nearest Air Port : Chennai – 10 KM</p> <p>4. Nearest Railway Station : Perumbur Railway Station</p> <p>5. Data of Seismic Design : Zone - III</p> <p>6. Rainfall : <ul style="list-style-type: none"> a) Average : 1400 mm, b) Max recorded in 1 hour : 123 mm c) Max recorded in 24 hrs : 101.6 mm </p> <p>7. Ambient air temperature (Average) <ul style="list-style-type: none"> a) Maximum : 42 C b) Minimum : 13.9 C </p> <p>8. Climatic Condition : Dry And Hot.</p> <p>9. Rainy Season : South West Monsoon from Mid June to September</p> <p>10. Relative humidity % : Max.100% RH during monsoon and Min. 2% RH during Dec to Jan</p>

The bidder is advised to visit and examine the site of WORKS and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into the CONTRACT. All costs for and associated with site visits shall be borne by the bidder.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

2.0. SCOPE OF WORK

The work to be carried out under the scope of this specification covers the complete work of Testing, Pre-commissioning & Commissioning Support for MEMU & Non AC ACEMU projects at ICF site.

- a) Carrying out wiring and equipment level modification in BHEL supplied panels if required.
- b) Replacement of faulty or defective items during commissioning.
- c) Cannibalization of equipment in case of non-availability of spares.
- d) Maintaining records of defective items removed and cannibalization done.
- e) Supply of special tools required in commissioning stage.
- f) Supervision of Mounting & Installation of all BHEL supplied Equipment.
- g) Wiring checks of coaches as per the scheme.
- h) Pre-Commissioning checks & commissioning Supervision.
- i) Testing and Commissioning support with the help of commissioning protocol.
- j) Looping as per BHEL scheme and other cable termination (if not part of ICF scope).
- k) Collecting spares from BHEL Site office stores whenever required.
- l) Ferrule printing. Materials shall be supplied by BHEL and printing shall be done by contractor.
- m) Others if any to accomplish rake commissioning.

2.1. Non AC – AC ACEMU Rake: 12 Car Rake Configuration (motor coaches and trailer coaches)-
For Non AC-AC EMU, traction converter/inverter, aux. converter & control electronics will be designed suitable for on board mounting with bogie control. The configuration of the Non AC-AC EMU rake applicable for this tender is as given below.

DTC	MC	TC	NDTC	MC	TC	NDTC	MC	TC	TC	MC	DTC
EBU1-basic unit			MBU1-basic unit			MBU2-basic unit			EBU2-basic unit		

2.2 MEMU Rake: 8 Car Rake Configuration (motor coaches and trailer coaches)-

For AC MEMU, traction converter/inverter, aux. converter & control electronics will be designed suitable for on board mounting with bogie control. The configuration of the MEMU rake applicable for this tender is as given below.

DMC	TC1	TC2	TC3	TC3	TC2	TC1	DMC
Basic Unit 1				Basic Unit 2			

2.3 LIST OF EQUIPMENT COVERED:

BHEL supplied equipment for

-One rake for Non AC ACEMU consists of 4 basic units (BU). Each BU has 3 CARs as shown in train configuration. Total no of Non AC ACEMU rakes – 5 (20 sets of Basic Units).

-One rake for MEMU consists of 2 basic units (BU). Each BU has 4 CARs as shown in train configuration total No of MEMU rakes – 52 (104 sets of Basic Units).

TECHNICAL CONDITIONS OF CONTRACT (TCC)

3.0 CONTRACT PERIOD – 24 months.

The contractor should ensure timely completion of work. Services of minimum 15 persons per month for commissioning of Non AC ACEMU (5 Nos) & MEMU rakes (52 Rakes) in 24 Months. 15 persons is the minimum count given, but if more people are required for completing the commissioning work as per schedule, more number of persons to be employed.

4.0 MANPOWER

The work covered under this specification is of highly sophisticated nature, requiring the best quality of workmanship and engineering for Testing & commissioning for BHEL supplied equipment. He must also have on his rolls adequately trained, qualified and experienced engineers, supervisory staff and skilled personnel. The manpower deployment identified by contractor should match requirement of sophistication involving microprocessor-based control systems and they should have ability to learn technical knowledge from BHEL engineers to execute the work independently. The contractor and his personnel shall co-operate with the personnel of other agencies, co-ordinate his work with others and proceed in a manner that shall not delay or hinder the progress of work as a whole.

Atleast 15 number of persons shall be supplied in total.

- Diploma holders in Electrical / Electronics / Instrumentation from Government recognized Technical Board :- Minimum 5 Persons
- B.E / B.Tech in Electrical / Electronics / Instrumentation from Government recognized Universities:- Minimum 10 persons.

If more number of persons shall be required to complete the work, the same shall be provided and work shall be completed without any delay. Documents related to Educational qualification shall be submitted mandatorily at the time of acknowledgement to BHEL PO before beginning of contract.

5.0 TRAVEL:-

The employed manpower shall have to travel within 1500 kms for commissioning related issues / material collection / any other activities.

- DA Rs 315 per person will be allowed.
- Actual travel ticket cost to a maximum upto 3rd AC train ticket will be allowed.
- BHEL guest house will be allocated and in case not available, stay at hotel can be reimbursed at a maximum cost of Rs 1000 in case of single sharing and Rs 2000 in case of twin sharing.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

-All bills/papers shall be produced for reimbursing the travel expenses.

The actual travel cost shall be paid by BHEL upon producing of bills and the approximate travel expenses works out to 3.97% of the total estimate value of Rs 1.73 Crores.

6.0 TOOLS, TACKLES AND MEASURING INSTRUMENTS:

The contractor must have adequate quantity of tools, measuring instruments, calibrating equipment etc. in his possession.. All the necessary Tools, Tackles and Measuring Instruments and Laptops required during installation and commissioning works / overhauling works / While conducting tests are to be arranged as and when required at no extra cost.

The following items shall be mandatorily supplied and the list is not indicative or exhaustive though.

S No	Description	Minimum Quantity
I. Major T&P		
1	Watch maker Screw Driver Set	As per reqmt
2	Combination Plier	As per reqmt
3	Side cutter	As per reqmt
4	Adjustable Spanner	As per reqmt
5	Allen Key Set	As per reqmt
6	Soldering & De soldering	As per reqmt
7	Scissors	As per reqmt
8	Files (different sizes)	As per reqmt
9	Nose Pliers	As per reqmt
10	Nylon Mallet Hammer	As per reqmt
11	Hammer	As per reqmt
12	Tool Box	As per reqmt
13	Dee Spanner	As per reqmt
14	Dowell Crimping Tool	As per reqmt
15	Double ended Ring Spanner	As per reqmt
16	Pipe Wrench	As per reqmt
17	Line Tester	As per reqmt
18	Torque Screw Driver	As per reqmt
19	Digital Multimeter (Fluke make)	As per reqmt
20	Laptops	Minimum 10
21	Megger	As per reqmt
22	Module changing tools	1 set
23	Force 2462 ¼ Inch Socket Combination Set or equivalent	8 sets
24	Taparia S14HXL ½ inch Square Drive Socket Set or equivalent	4 sets

Note: The list of instruments / equipments to be brought by the contractor as shown above is only

TECHNICAL CONDITIONS OF CONTRACT (TCC)

indicative. Any other instruments and equipment required for the execution of the work is to be necessarily arranged by the contractor. The testing/calibration instruments that are used shall be duly calibrated in the interval prescribed by BHEL engineer from the BHEL approved agencies. And test certificate to be furnished. The list does not include any specific electronic item required for commissioning of Computer Based System and other electronics covered. It is the responsibility of bidder to timely make available required nos. of suitable T&Ps. At no point of time work schedule shall get affected due to non-availability of required T&Ps.

7.0 Troubleshooting during commissioning

In order to meet the commissioning schedules, we may have to carry out extended work timings even late in the night. During such situations, personnel along with required tools to attend to any defects should be available at ICF premises irrespective of time to support commissioning work / troubleshooting. The contractor will be required to put such personnel in shifts. The bidder must also take this aspect into consideration.

8.0 Electrical cabling /wiring Ferule Printing

All the cables shall be checked for proper dressing and for laying as per schemes. *Rake-wise printing of ferrules as per schemes shall be done by the contractor.* Materials shall be supplied by BHEL and printing shall be done by contractor.

9.0 During Execution, Electronic modules should only be touched when it is absolutely essential to do so. Before touching any electronic module, the operator should discharge the static electricity by earthing himself or better still, ensure constant discharge by wearing an earthed wrist strap. All the modules shall be handled by qualified persons only. The operator should not wear clothing made entirely from synthetic fibres, but a mixture containing at least 65% cotton.

10.0 TRAINING OF WORK FORCE – The contractor shall arrange induction safety training and awareness program for all employees before assigning work.

11.0 Reporting:

- The deputed persons should report and take instructions from the BHEL Site Engineer on daily basis.
- The Contractor shall make sure that deputed persons is necessarily available during working hours for receiving & implementing the Instructions of the BHEL site Engineer.
- It shall be the responsibility of the Contractor to get the attendance of the deputed staff verified by BHEL site Engineer.
- The weekly/fortnightly/monthly jobs should be planned by contractor's site incharge in consultation with BHEL site engineer in such a manner that these are spread over the entire week and done during office hours.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

- Proper registers/records of the jobs carried out on daily, weekly, fortnightly and monthly basis will be maintained by the contract site in charge and shall be submitted to BHEL site Engineer.
- Contractor site incharge shall remain in his area most of the time and shall have information about agencies working/material stacked in his area. Suitable administrative procedure may be devised for the same.

11.0 Unsatisfactory performance and consequence thereof:

- 1) Before commencement of job, the contractor shall submit manpower list.. In the event of unsatisfactory service or any failure at any time on the part of contractor as reported by BHEL site Incharge (who shall be the sole judge and whose decision shall be final), the Contractor shall be liable to be penalized as follows on every occasion on the sole discretion of BHEL.
- 2) Penalty of 1.5 times of the normal wage shall be levied on the contractor for non deployment of manpower for commissioning.
- 3) Penalty of non-performance in the work content under the scope of contractor if proved by Indian Railways to BHEL, it will be charged to the contractor.
- 4) The Contractor shall at all times ensure that his performance is satisfactory, failing which, BHEL shall be at the liberty to get the affected work done through any other agency, at the risk and cost of the Contractor and all expenses incurred on this account shall be recovered from RA bill.

12.0 The Job contractor shall maintain following Registers under Contract Labour (Regulation and Abolition) (Central) Rules, 1970 / other Acts applicable.

- i) Muster Roll – Form No. (XVI)
- ii) Register of Workmen Employed by Contractor – Form No. (XIII)
- iii) Wage Register – Form No. (XVII)
- iv) Register of Over Time – Form No. (XXIII)
- v) Register of Fines – Form No. (XXI)
- vi) Register of Advance – Form No. (XXII)
- vii) Register of Wages cum Muster Roll – Form No. (XVIII)
- viii) Wage Slips – Form No. (XIX)
- ix) Employment Cards – Form No. (XIV)
- x) Register of Deduction for Damage or Loss – Form No. (XX)
- xi) Service Certificate – Form No. (XV)
- xii) Registers under Equal Remuneration Act

TECHNICAL CONDITIONS OF CONTRACT (TCC)

- xiii) Leave with wages – under Punjab Factories Rules
- xiv) Bonus Register – Form C under payment of Bonus Rules 1975
- xv) Accident Register
- xvi) ESI/PF challans, records, Registers and returns under ESI/PF Acts.
- xvii) Any other records / registers required to be maintained by the contractors under statutory provisions applicable to him

13.0 GENERAL:

13.1 Returnable materials such as tools, equipment and replacement spares etc brought inside shed shall be entered at our check post as per ICF procedures to enable you to take them back after the completion of works.

13.2 All the materials such as spares/consumables etc required for services / maintenance work shall be brought with necessary delivery challans duly endorsed by security at the material gate.

14.0 TIME SCHEDULE AND MOBILIZATION:

14.1 INITIAL MOBILIZATION AND TENTATIVE SCHEDULE

Contractor shall reach site, make his site establishment and be ready to commence the work **within two weeks** from the date of fax letter of intent (LOI) or as per directions of construction manager of BHEL.

In case of advancement of BHEL's various milestones, contractor shall plan his activities and mobilize additional resources accordingly to the satisfaction of BHEL engineer within the quoted rates

The contractor has to subsequently augment his resources in such a manner that the entire work is completed to achieve the following tentative schedule:

Stage no.	Activity	Completion time for Non AC ACEMU
Stage 0	Intake from ICF to BHEL	D
Stage 1	Pre-Commissioning (BHEL to ICF) with feedback	D + 1 day
Stage 2	Intake from ICF (After attending feedback) to BHEL	D + 2 days
Stage 3	Pre-commissioning check	D + 3 days
Stage 4	4 BUs commissioning	D + 6 days
Stage 5	6 CAR formation	D + 9 days
Stage 6	12 Car Formation	D + 12 days
Stage 7	Handing over Rake after trial to ICF	D + 15 days

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Stage no.	Activity	Completion time for MEMU
Stage 0	Intake from ICF to BHEL	D
Stage 1	Pre-Commissioning (BHEL to ICF) with feedback	D + 1 day
Stage 2	Intake from ICF (After attending feedback) to BHEL	D + 2 days
Stage 3	Pre-commissioning check	D + 3 days
Stage 4	2 BUs commissioning	D + 5 days
Stage 5	4 CAR formation	D + 8 days
Stage 6	8 Car Formation	D + 11 days
Stage 7	Handing over Rake after trial to ICF	D + 14 days

15.0 The contractor should reach site and establish his site office and mobilize to commence the work as per directions of BHEL engineer. The date of starting the work at site shall be fixed in consultation with BHEL's engineer and the same will be recorded in measurement book while entering the first RA bill.

16.0 DEFINITION OF WORK COMPLETION

The contractor's scope of work under these specifications will be deemed to have been completed in all respect, only when all the activities are completed satisfactorily and so certified by BHEL site in charge. The decision of BHEL in this regard shall be final and binding on the contractor

17.0 Exclusions

NIL

Note:

The aforesaid exclusions should not be construed as exhaustive. They are meant for general guideline. BHEL reserves the right to include or exclude any item which is required for completing the job as per rates indicated in rate schedule. Contractor should carry out all such jobs as per the instructions of BHEL engineer.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Annexure-I : Technical details & BOQ

Annexure- I

Please Note:

1. All the items in general are to be executed and commissioned by the contractor, unless specifically mentioned otherwise.
2. In such cases where systems are described with component quantities, lump sum rates are to be quoted. No separate payment will be made for the component items of those systems, although these systems may have certain items for which separate unit rates are also available elsewhere.
3. The dimensions and weights mentioned are only approximate. No extra claims will be entertained due to change in dimensions/weight.

BOQ for Non AC ACEMU & MEMU

Sl.No	Description	Qty	Unit	Quoted Price in INR (Rate/Unit)	Quoted price in INR (Total) in Figures and words	Allowable % of Total Contract Price
1	Commissioning Assistance for Non AC AC EMU	5	Rake	Applicable rates per rake comprising of all components from Sl Nos 1.1 to 1.6 in the prescribed proportion.		12.1% (The quoted rate against Sl No 1 for all 5 rakes put together shall be only 12% of the total rate quoted for this contract)
1.1	BUs - 60%					
1.2	First 6-CAR - 10%					
1.3	Second 6-CAR - 10%					
1.4	12-CAR - 10%					
1.5	After dispatch by Customer from ICF (5%)					
1.6	After acceptance by end user railways (5%)					
2	Commissioning Assistance for MEMU	52	Rake	Applicable rates per rake comprising of all components from Sl Nos 2.1 to 2.6 in the prescribed proportion.		83.93% (The quoted rate against Sl No 2 for all 52 rakes put together shall be only 85% of the total rate quoted for this contract)
2.1	BUs - 60%					
2.2	First 4-CAR - 10%					
2.3	Second 4-CAR - 10%					
2.4	8-CAR - 10%					
2.5	After dispatch by Customer from ICF (5%)					
2.6	After acceptance by end user railways (5%)					
TOTAL						100

Note: Quoted rates should not exceed mentioned Indicated % of Max. Price (% of Total Price) in above 2 activities i.e

Sl.no1 and 2. BHEL will add fixed travel expenses considering 3.97% of total BHEL tender value mentioned in tender and reimbursed as per BHEL rates mentioned in scope.

PART-I:

General Conditions Of Contract

GENERAL CONDITIONS OF CONTRACT

It is hereby agreed by me/us that the BHEL General Conditions of Contract including subsequent amendments/ additions/deletions to clauses if any, and conditions pertaining the settlement of disputes by Arbitration from an integral part of the tender documents and that the tender submitted by me/us is subject to the aforesaid BHEL General Conditions of Contract which has been read and accepted by me/us.

LABOUR COMPLIANCES

The Contractor shall employ labour in sufficient numbers to maintain the required date of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer-in-charge. The contractor shall not employ in connection with the works any person who has not completed his eighteen years of age or incapacitated by any means to work in connection with any part of this contract under any circumstances.

The Contractor shall furnish to the Engineer-in-charge at the intervals specified by him, a distribution return of the number and description by trades of the workpeople employed on the works. The Contractor shall also submit on the 4th and 19th of every month to the Engineer-in-charge a true statement showing in respect of the second half of the preceding month and the first half the current month (i) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (ii) the number of female workers who have been allowed maternity benefits as provided in the Maternity Benefit Act, 1961 or Rules made there under and the amount paid to them.

The Contractor shall pay to labour employed by him on or before 7th of every month wages not less than fair wages as defined in the Contractor's Labour Regulations, in the presence of the authorized personnel of BHEL, without linking the same to clearing of bills by BHEL.

The Contractor shall in respect of labour employed by him comply with or cause to be complied with contractor's labour Regulations in regard to all matters provided therein.

The Contractor shall comply with the provisions of all the applicable laws, Central or State and in particular Factories Act 1948, Child Labour Prohibition Act 1986, Employer's Liability Act, 1938, Industrial Disputes Act 1947, Minimum Wages Act 1948, Payment of Wages Act 1936, Employee's Compensation Act 1923, Payment of Gratuity Act 1972, the Contract Labour [Regulation & Abolition] Act 1970, Payment of Bonus Act 1965, Income Tax Act 1961, Maternity Benefit Act 1961, Service Tax Rules & other Acts -Central or State and Rules, Regulations and Notifications by the concerned authorities thereto and amendments made thereunder from time to time along with other statutory obligations and relevant labour laws that may be applicable to him in relation to employment of his employees, payments etc.

The Contractor shall be liable to pay his contribution and the employees' contribution of the State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of "The Employees, State Insurance Act, 1948," as amended from time to time. The Contractor shall apply to the ESI Authorities, get himself registered with them and obtain a code Number. He shall pay the remittances towards PF under his Code Number only.

The Engineer-in-charge shall on a report having been made by an Inspecting Officer as defined in the Contractor's Labor Regulations have the power to require for making good the loss suffered by a worker or workers by reason of non- fulfillment of the conditions of the contract for the benefit of workers, non-payment for wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said Contractor's Labour Regulations

The liability for any compensation on account of injury sustained by an Employee of the contractor will be exclusively that of the contractor, and there should not be any liability on this account to BHEL.

The Officer-in-charge shall, on a report having been made by the inspecting Officer as defined in the Contractor's Labour Regulations, have the power to deduct from the moneys due to the contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of workers, non- payment of wages or of deductions made from his or their wages which are not justified by the terms of the contract or for non-observance of the said Contract Labour Regulations.

The Contractor shall be liable to pay all and any sum or sums that may become payable as contribution, compensation, penalty, fine or otherwise, under the provisions of law wherever applicable to or on behalf of any workmen employed by the contractor as may be demanded by any authority empowered under any of the above relevant Act. Any cost incurred by the Management of BHEL in connection with any claim or proceedings under the said Acts or in respect of loss, injury or improper performance of this contract by the contractor, his workmen, servant and any money which may become payable to the management of BHEL as aforesaid shall be deducted by the management of BHEL from any money due or accruing to the contractor.

If so applicable, the contractor shall apply & obtain license under the Contract Labour (R&A) Act 1970 and comply with the relevant provision of this Act, in respect of the labour employed by him for executing this contract. The contractor shall furnish necessary returns to the authority.

The Contractor shall also comply with the provisions of Employees' Provident Fund and Miscellaneous Provisions Act 1952 and Rules, Regulations and other Orders issued thereunder. The Contractor, as the employer, shall be liable to pay Employer contribution together with the Employee contribution (collected through deductions from monthly wages) towards PF in accordance with the provisions of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952, as amended from time to time, as an independent employer, in respect of all Security personnel deployed by him for the execution of this contract. He shall pay the remittances towards PF under his code Number only.

The contractor should obtain PF Registration if he has not obtained the same at the time of submitting the bid. He shall pay the remittances under his Code Number only.

The Contractor shall submit a copy of the PF contribution remittance challans and ECR copy bearing individual contribution details every month in respect of the personnel deployed by him at shed, along with bill of the subsequent month. The above documents are necessary for processing monthly bill.

The Contractor shall furnish to BHEL, copies of PF Returns as are due to be submitted to Authorities under the Act, for the entire contrqualifyin.

The Contractor shall be liable to pay Employer contribution and the Employee contribution of the Employees State Insurance Scheme in respect of employees employed by him, wherever applicable, as an independent employer for the execution of the contract, in accordance with the provisions of "The Employees State Insurance Act 1948," as amended from time to time.

If the Contractor has not obtained ESI registration at the time of submitting the bid, he shall apply to the ESI authorities, get himself registered and obtain a Code Number. He shall pay the remittances under his Code Number only.

The Contractor shall submit a copy of the ESI contribution remittance The Contractor shall produce necessary records, documents, and explanation whenever he is called upon to, by any Government Agencies like ESI, PF, Tax authorities, Vigilance etc. or by BHEL for whatsoever reasons.

The Contractor shall indemnify the BHEL against any payment to be made under and for observance of the Regulations aforesaid without prejudice to his right to claim indemnity from these sub-contractors.

In the event of the Contractor committing a default or breach of any of the provisions of the aforesaid Labour Regulations, as amended from time to time or furnishing any information or submitting or filling any form/Register/Slip under the provisions of these Regulations which is materially incorrect, then on the report of the Inspecting Officers as defined in the concerned labour statutes, the Contractor shall without prejudice to any other liability pay to the BHEL a sum not exceeding Rs.50/- as liquidated damages for every default or breach or for furnishing, making, submitting, filling materially incorrect statement, as may be fixed by the identified BHEL personnel. The Contractor shall defend any case by himself, if any action is brought in by such Government Agencies for non-compliance of any Labour Regulations and/or reimburse the expenses incurred by BHEL in this regard.

The Engineer-in-charge shall deduct such amount from bills or security deposit of the Contractor and credit the same to the welfare fund constituted under Regulations. The decisions of the Engineer-in-charge in this respect shall be final and binding.

MODEL RULES FOR LABOUR WELFARE

The Contractor shall at his own expense comply with or cause to be complied with model Rules for labor Welfare as appended to these conditions or rules framed by Government from time to time for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case the Contractor fails to make arrangements as aforesaid the Engineer-in-charge shall be entitled do so and recover the cost thereof from the contractor.

ANNEXURE-C

SAFETY CODE

RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT

1. Before commencing the work, contractor submit a "SAFETY PLAN" to the authorized BHEL Official. The 'Safety Plan' shall indicate in detail the measure that would be taken by the contractor to ensure safety of men, equipment, material and environment during execution of the work. The plan shall take care to satisfy all requirements specified hereunder. The contractor shall submit safety plan along with his offer. During negotiations before placing of work order and during execution of the contractor BHEL shall have right to review and suggest modification in the Safety Plan. Contractor shall abide by BHEL decision in this respect.

2. The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per direction of BHEL or its authorized officials to prevent loss of human lives, injuries to personnel engaged, and damage to property and environment.

3. The contractor shall provide to its work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorized BHEL officials:-

(i) Safety Helmets conforming to IS – 2925: 1984.

(ii) Safety Belts conforming to IS – 3521: 1983.

(iii) Safety Shoes conforming to IS – 1989: 1978.

(iv) Eye and Face Protection devices conforming to IS – 8520: 1977 and IS – 8940: 1978.

(v) Hand and body protection devices conforming to: IS – 2573: 1975, IS – 6994: 1973, IS – 8807: 1978, IS – 8519: 1977.

All tools, tackles, lifting appliances, material handling equipment scaffolds, cradles, safety nets, ladders, equipment etc. used by the contractor shall be of safe design and construction. These shall be tested and certificate of fitness obtained before putting them to use and from time to time as instructed by authorized BHEL official who shall have the right to ban the use of any item.

All electrical equipment, connections and wiring for constructions power, its Distribution and use shall conform to the requirement of India Electricity Act and Rules. Only electricians licensed by the appropriate statutory authority shall be employed by the contractor to carry out all types of electrical works. All electrical appliances including portable electric tools used by the contractor shall have safe plugging system to source of power and be appropriately earthed.

The Contractor shall not use any hand – lamp energized by electric power with supply voltage of more than 24 Volts. For work in confined spaces, lighting shall be arranged with power source of not more than 24 Volts.

The contractor shall adopt all fire safely measures as laid down in the “Code for Fire Safety at Construction sites” issued by the Safety Department of the Construction management (HQ) of BHEL and as per directions of the authorized BHEL official. A copy of the above referred “Code of Fire Safety at Construction Sites” shall be made available by BHEL to the contractor for reference, on demand by the contractor, during tendering stage itself.

Where it becomes necessary to provide and/or store petroleum Products, explosives, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall be responsible for carrying out such provisions and/or storage in accordance with the rules and regulations laid down in the relevant government acts, such as Petroleum Act, Petroleum and Carbides of Calcium manual of the chief controller of Explosives, Govt. of India. etc., prior approval of the authorized BHEL official at the site shall also be taken by the contractor in all such matters.

The contractor shall arrange at his cost (wherever not specified) appropriate illumination at all work spots for safe working when natural daylight may not be adequate for clear visibility.

The contractor shall be held responsible for any violation of statutory regulations local, state or central and BHEL instructions, that may enrage safety of men, equipment, material and environment in his scope of work or another contractor's or agency's cost of damages if any, to life and property arising out of such violation of statutory regulations and BHEL instructions shall be borne by the contractor.

In case of a fatal or disabling injury accident to any person at construction sites due to lapses by the contractor, the victim and/or his/her dependents shall be compensated by the contractor as per statutory requirements. However, if considered necessary, BHEL have the right to impose appropriate financial penalty on the contractor and recover the same from payments due to the contractor for suitably compensating the victim and/or his/her dependents. Before imposing any such penalty, appropriate enquiry shall be held by BHEL giving opportunity to the contractor to present his case.

In case of any damage to property due to lapses by the contractor, BHEL shall have the right to recover cost of such damages from payments due to the contractor after holding an appropriate enquiry.

In case of any delay in the completion of a job due to mishaps attributable to lapses by the contractor, BHEL shall have right to recover cost of such delay from payments due to the contractor, after notifying the contractor suitably and giving him opportunity to present his case.

If the contractor fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given a reasonable opportunity to do so; provide necessary safety devices and equipment or to carry out instructions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized BHEL official, BHEL shall have the right to take corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by BHEL.

The contractor shall submit report of all accidents, fires and property damage, dangerous occurrence to the authorized BHEL official immediately after such occurrence, but in any case not later than twelve hours of the occurrence. Such reports shall be furnished in the manner prescribed by the contractor to the authorized BHEL official from time to time as prescribed.

Before commencing the work, the contractor shall appoint/nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of BHEL.

If Safety record of the contractor in execution of the awarded job is to the satisfaction of Safety Department of BHEL, issue of an appropriate certificate to recognize the safety performance of the contractor may be considered by BHEL after completion of the job.

ANNEXURE– E

ARBITRATION:

The parties shall attempt to settle any disputes or difference arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, or in connection with this contract through friendly discussions. In case no amicable settlement can be reached between the parties through such discussions, in respect of any dispute; then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL –EDN. Such Sole Arbitrator appointed, shall conduct the arbitration in English language.

It is term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under clause together with the amount or amounts claimed in respect of each such dispute.

The Arbitrator shall pass a reasoned award and the award of the Arbitration shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Bangalore.

The cost of arbitration shall be borne by the parties as decided by the Arbitrator upon him entering the reference.

Subject to the Arbitration Clause as above, the Courts at Bangalore alone shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the parties shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and efficiency in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

HEALTH, SAFETY & ENVIRONMENTAL POLICY

The Management is committed to be an environmentally sound company in its activities, products, services and to provide safe and healthy working environment covering its employees, products & services as an integral part of business performance through:

- Compliance with applicable Legislation and Regulation
- Setting objectives and targets to eliminate/control/minimise environmental pollution, risks due to Occupational Health and Safety Hazards.
- Promotion of activities for conservation of resources by environmental management with focus on oil, electrical energy and chemicals.
- Enhancement of Environmental, Safety and Occupational Health awareness amongst employees, customers, suppliers, contractors by proactive communication.
- Regular evaluation and pro-active measures for prevention & control of environmental pollution/accidents/occupational diseases.
- Appropriate training of employees and interested parties on Health, Safety & Environmental(HSE) aspects.
- Formulation and maintenance of HSE Management Programs for continual improvement.
- Periodic review & audit of HSE Management System to ensure its continuing suitability, adequacy and effectiveness
- Communication of HSE Policy to all employees and interested parties.

Co-operation with concerned agencies/regulatory bodies engaged in HSE activities.

VOLUME - ID FORMS & PROCEDURES

(Document No. ICF –BHEL-EDN/ICF/01- 2020-21
DT 16/03/2021)

**BHARAT HEAVY ELECTRICALS LIMITED
ELECTRONICS DIVISION, BANGALORE**

SIGNATURE OF BIDDER

FORMS & PROCEDURES

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FORMS & PROCEDURES

SN	Description	Form No	Remarks
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OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER
(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

Offer Reference No:.....

Date:.....

To,

(Write Name & Address of Officer of BHEL inviting the

Tender)Dear Sir,

Sub : Submission of Offer against Tender Specification No:

I/We hereby offer to carry out the work detailed in the Tender Specification issued by Bharat Heavy Electricals Limited, Electronic Division, Bangalore, in accordance with the terms and conditions thereof.

I/We have carefully perused the following listed documents connected with the above work and agree to abide by the same.

1. Amendments/Clarifications/Corrigenda/Errata/etc issued in respect of the Tender documents by BHEL
2. Notice Inviting Tender (NIT)
3. Technical Conditions of Contract
4. General Conditions of Contract
5. Forms and Procedures
6. Price Bid

Should our Offer be accepted by BHEL for Award, I/we further agree to furnish 'Security Deposit' for the work as provided for in the Tender Conditions within the stipulated time as may be indicated by BHEL.

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

I/We have deposited/depositing herewith the requisite Earnest Money Deposit (EMD) as per details furnished in the Check List.

Place :

Date:

DECLARATION OF ACCEPTANCE TO TERMS & CONDITIONS

1. I / we have understood clearly the areas, scope and nature of works and terms and conditions and shall scrupulously abide by the same.
2. As a registered contractor, I / we have understood clearly of our sole responsibility to faithfully comply with all the requirements, Labour Laws including the Factories Act/, Code on Wages Act 2019/, Contract Labour (Regulation & Abolition) Act/, Workmen Compensation Act/, ESI Act/, PF Act/, Sales tax and Taxation Acts and others as applicable from time to time and M/s. BHEL-EDN or its officers shall not in any way be held responsible for any failure or violation on our part.
3. I / we have understood clearly of our sole responsibility to disburse the wages due payable to the personnel engaged by me/us under the contract promptly in due time and rated irrespective of whether M/s. BHEL-EDN has settled our bills or not. It is also clearly understood by us that we should ensure that the wages paid are in no case less than the minimum wages prescribed and in force at the relevant period.
4. I / we agree to maintain all types of registers applicable under the prevailing labour laws and produce them for verification as and when called by the officers of BHEL-EDN/Inspecting authorities.

SIGNATURE OF THE CONTRACTOR

Date: _____ Name: _____

Place: _____ Address: _____

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

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)

DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS
(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 confirming knowledge about Site conditions**

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

I/We, hereby declare and confirm that we have visited the Project Site as referred in BHEL Tender Specifications and acquired full knowledge and information about the Site conditions including Location of various work places, site specific requirements and rules and regulations, available facilities, Wage structure, Industrial Climate, the Law & Order and other conditions prevalent at and around the Site. We further confirm that the above information is true and correct and we shall not raise any claim of any nature due to lack of knowledge of Site conditions.

I/We, hereby offer to carry out work as detailed in above mentioned Tender Specification, in accordance with Terms & Conditions thereof.

Yours faithfully,

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

Date :

Place

EXPERIENCE CERTIFICATE**PROFORMA FOR FURNISHING EXPERIENCE CERTIFICATE**

(Last 2 years preceding the date of opening of tender.)

Name and address of Department :

Agreement No & Date :

Name and address of Unit :

Value of Agreement :

Name and address of Contractor :

Original Currency :

Name and Type of work :

Actual date of completion :

Nature of work executed :

No. of extensions granted :

Sl. No.	Nature of Work	Value as per Agreement	Revised value	Payment received as per actual Execution	Remarks

Details of Installations :

General remarks about performance.

Signature and Seal of the Authority

Designation: Company Seal

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

(OR)

2. The Proprieter, Partner(s), or Director(s) of our Company / Firm has 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 late that the information furnished by the Bidder is false, BHEL reserves the right to take suitable action against the Bidder/Contractor.

NON DISCLOSURE CERTIFICATE

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

NON DISCLOSURE CERTIFICATE

I/We understand that BHEL-Electronics Division, Bangalore is committed to Information Security Management System as per their Information Security Policy.

Hence, I/We M/s.....
 who are submitting offer for providing services to BHEL- Electronics Division, Bangalore against Tender
 Specification No: _____,
 hereby undertake to comply with the following in line with Information Security Policy of BHEL Electronics Division, Bangalore

- To maintain confidentiality of documents & information which shall be used during the execution of the Contract.
- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL Electronics Division, Bangalore.

(Signature, date & seal of
 Authorized Signatory
 of the bidder)

Date:

Please Fill up the form in **CAPITAL LETTERS** only.

Paylink Direct Credit Form

Please Fill up the form in **CAPITAL LETTERS** only.

TYPE OF REQUEST(Tick one): CREATE CHANGE

BHEL Vendor / Supplier Code:	
Company Name :	
Permanent Account Number(PAN):	
Address	

City: _____	PINCODE _____	STATE _____
Contact Person(s)		
Telephone No:		
Fax No:		
e-mail id:		

1 Bank Name:	
2 Bank Address:	
3 Bank Telephone No:	
4 Bank Account No:	
5 Account Type: Savings/Cash Credit	
6 9 Digit Code Number of Bank and branch appearing on MICR cheque issued by Bank	
7 Bank swift Code(applicable for EFT only)	
8 Bank IFSC code(applicable for RTGS)	
9 Bank IFSC code(applicable for NEFT)	

I hereby certify that the particulars given above are true, correct and complete and that I, as a representative for the above named Company, hereby authorise BHEL, EDN, Bangalore to electronically deposit payments to the designated bank account.

If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL / transferring Bank responsible.

This authority remains in full force until BHEL, EDN, Bangalore receives written notification Requesting a change or cancellation.

I have read the contents of the covering letter and agree to discharge the responsibility Expected of me as a participant under ECS / EFT.

Date:

Authorised Signatory:

Designation:

Telephone NO. with STD Code

Company Seal

Bank Certificate

We certify that _____ has an Account No. _____ with us and we confirm that the bank details given above are correct as per our records.

Date:

(.....)

Place:

Signature

Please return completed form along with a blank cancelled cheque or photocopy thereof to:

Bharat Heavy Electricals Ltd,
Attn: Electronics Division, Mysore Road, BANGALORE -
560 026

In case of any Querry, please call : 080-
26998403 or fax no. 080-26749217

FORMAT FOR SEEKING CLARIFICATION

(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 : **Request for Clarification**

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

Sl no	Reference clause of Tender Document	Existing provision	Bidder's query	BHEL's clarification
1				
2				
3				
4				
5				
6				

Yours faithfully,

(Signature, date & seal of Authorized
 Representative of the Bidder)

CAPACITY EVALUATION OF BIDDERS FOR CURRENT TENDER

SL NO.	DESCRIPTION OF WORK (Similar to Tendered Scope)	WORK ORDER REF & DATE	CONTRACT VALUE (Rs. LACS)	CUSTOMER NAME & ADDRESS	CURRENT STATUS OF THE JOB ALONG WITH LATEST MILE STONE COMPLETED	%AGE OF WORK COMPLETE D	VALUE OF BALANCE WORK (Rs. Lacs)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

NOTES:

1. BIDDERS ARE REQUIRED TO FURNISH ALL THE JOBS OF SIMILAR NATURE WHICH THEY ARE EXECUTING (IN PROGRESS) AT THE TIME OF SUBMISSION OF TENDER, AS PER ABOVE FORMAT.
2. BIDDERS HEREBY UNDERTAKE THAT THEY HAVE FURNISHED THE DETAILS SOUGHT AS PER POINT NO. 1 IN TOTALITY AND THAT THE DETAILS FURNISHED IS COMPLETE IN ALL RESPECT.
3. BHEL WILL TAKE APPROPRIATE ACTION AS DEEMED FIT , IN CASE, IT IS FOUND AT A LATER DATE THAT THE CONTRACTOR HAD SUPPRESSED THE FACTS AND HAVE NOT FURNISHED THE CORRECT & COMPLETE INFORMATIONS.

DATE :
PLACE:

Signature

Name, Designation & Seal of Bidder

BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
Electronics Division
P.B.No. 2606,Mysore Road
Bangalore-560026

CONTRACT AGREEMENT

AGREEMENT NO. _____

NAME OF WORK	
NAME OF THE CONTRACTOR WITH FULL ADDRESS	
VALUE OF WORK AWARDED	
LETTER OF INTENT NO.	
TIME ALLOTTED FOR COMPLETING THE WORK (DATE OF COMPLETION)	

SIGNATURE OF CONTRACTOR

(SIGNATURE OF BHEL OFFICER)

CONTRACT AGREEMENT

THIS AGREEMENT MADE THIS _____ DAY OF _____ between BHARAT HEAVY ELECTRICALS LIMITED (A Government of India Enterprise) a Company incorporated under the Companies Act, 1956, having its Registered Office at BHEL House, Siri Fort New Delhi-110049 (herein after 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 execution of ----- the contractor submitted their offer No.-----dated----- And whereas BHEL has accepted the offer of the Contractor on terms and conditions specified in the Letter of Intent No.-----dated ----- read with the references cited therein.

THIS AGREEMENT WITNESSES AND it is hereby agreed by and between the parties as follows:

1. That the contractor shall execute the work of -----and more particularly described in Tender Specification No ----- including Drawings and Specifications (hereinafter called the said works) in accordance with and subject to terms and conditions contained in these presents, instructions to Tenderers, General Conditions of Contract, Special Conditions, Annexures, Letter of Intent dated ----- and such other instructions, Drawings, Specifications given to him from time to time by BHEL.
2. The Contractor is required to furnish to BHEL Security deposit in the form of cash/ approved securities/ Bank Guarantee valid upto ----- for a sum of Rs.----- towards satisfactory performance and completion of the Contract.
3. The Contractor has furnished a Bank Guarantee bearing no.-----dated ----- for a sum of Rs.-----executed by-----in favour of BHEL towards Security Deposit valid upto -----

OR

The Contractor has furnished to BHEL an initial Security Deposit of Rs.-----in the form of cash / approved Securities/ B.G No.----- dated ----- for Rs.----executed by ----- in favour of BHEL valid upto ----- and has agreed for recovery of the balance security deposit by BHEL @ 10% of the value of work done from each running bill till the entire Security Deposit is recovered.

OR

The contractor has furnished to BHEL an initial Security Deposit of Rs.----(Rs.----- vide Bank draft No.-----dated -----and by adjusting EMD of Rs.----- submitted vide Bank draft No.----- dt -----) and has agreed for recovery of balance Security Deposit by BHEL @ 10% of the value of work done from each running bill till the entire security deposit is recovered.

4. The Contractor hereby agrees to extend the validity of the Bank Guarantee for such further period or periods as may be required by BHEL and if the Contractor fails to obtain such extension(s) from the Bank, the Contractor, shall pay forthwith or accept recovery of Rs.----- from the bills in one installment and the contractor further agrees that failure to extend the validity of the Bank Guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of contract. In addition to above, BHEL shall be entitled to take such action as deemed fit and proper for recovering the said sum of Rs.-----

OR

In case the contractor furnishes the bank guarantee at a later date the contractor hereby agrees to extend the validity of bank guarantee for such further period or periods as may be required by BHEL and if the contractor fails to obtain such extension(s) from the bank, the contractor shall pay forthwith or accept recovery of the amount of bank guarantee given in lieu of security deposit from the bills in one installment and the contractor further agrees that failure to extend the validity of bank guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of contract. In addition to above, BHEL shall be entitled to take such action as deemed fit and proper for recovering the said sum.

5. That in consideration of the payments to be made to the Contractor by BHEL in accordance with this Agreement the Contractor hereby covenants 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.

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

7. 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 authorised by BHEL, within the agreed time schedule, the time of completion being the essence of the Contract.

8. 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.

9. 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.

10. That whenever under this contract or otherwise, any sum of money shall be recoverable from or 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.

11. 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.

12. 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.

13. 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.

14. 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 hereto contained in these presents and the liability of the Contractor with respect to compensation payable to BHEL or Contractor's obligations shall remain unaffected.
15. It is clearly understood by and between the parties that in the event of any conflict between the Letter of Intent and other documents governing this Agreement, the provisions in the Letter of Intent shall prevail.
16. The following documents
 1. Invitation to Tender No----- and the documents specified therein.
 2. Contractor's Offer No----- dated----- .
 3. _____
 4. _____
 5. _____
 6. Letter of Intent No_____ dated_____.
7. _____

shall also form part of and govern this Agreement.

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

WITNESS

1.

2.

(CONTRACTOR)
(to be signed by a person holding
a valid Power of Attorney)

WITNESS

(For and on behalf of BHEL)

1.

2.

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 _____ through its Unit at.....(name of the Unit) having agreed to exempt (Name of the Vendor / Contractor / Vendors) with its registered office at _____ (hereinafter called the said "Contractor" which term includes vendors), from demand under the terms and conditions of the Contract reference No. _____ dated _____ valued at Rs..... (Rupees -----) (hereinafter called the said Contract), of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs._____ (Rupees _____ only),

we ____(indicate the name and address of the Bank) having its Head Office at _____(address of the head Office) (hereinafter referred to as the Bank), , at the request of _____ [Contractor(s)], being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer, , an amount not exceeding Rs._____ 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 _____, 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
SIGNATURE OF BIDDER

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.....

b) This Guarantee shall be valid up to

c) Unless the Bank is served a written claim or demand on or before _____ 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)

Bank Guarantee No:

Date:

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited¹ (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 awarded to.....² (Name of the Vendor/Contractor / Supplier), with its registered office at (hereinafter called "the _____ Vendor / Contractor/ Supplier" which expression shall include its successors and permitted assigns) a contract Ref No.....dated³ valued at Rs.....(Rupees -----) /FC(in words.....) for ⁴(hereinafter called the 'Contract') AND WHEREAS the Employer has agreed to advance to the Vendor/Contractor/Supplier, a sum of Rs.....(Rupees only), equivalent to % of the said value of the Contract (hereinafter called "the said Advance"), upon the condition, that the said Advance shall be secured by a guarantee for Rs/ FC ----- (Rupees/ FC)⁵ from a Bank as hereinafter appearing.

We,(hereinafter referred to as the Bank), having registered/Head office at and a branch at being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount but not exceeding Rs/FC ----- (Rupees/FC -----) without any demur, merely on your first demand 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 Vendor/Contractor/Supplier in any suit or proceeding pending before any Court or Tribunal, 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 Vendor/Contractor/supplier shall have no claim against us for making such payment.

We, the Bank 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 or discharged.

We>>> Bank further agree 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 Vendor/Contractor/Supplier 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 Vendor/Contractor/Supplier 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 reason of any such variation, or extension being granted to the said Vendor/Contractor/Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor/Contractor/Supplier 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 Vendor/Contractor/Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor/Contractor/Supplier's liabilities.

This Guarantee shall remain in force upto and including⁶ and shall be extended from time to time on the request of the Employer for such period as may be desired by the Employer.

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

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 to..... 6
- 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.....

Place of Issue.....

For and on behalf of (Name of the Bank)

FORM for EXTENSION OF VALIDITY OF BANK GUARANTEE

1. To be typed on non judicial Stamp Papers of value as applicable in the State of India from where the BG has been issued or the State of India where the BG shall be operated
2. The non judicial stamp papers shall be purchased in the name of the Party on whose behalf the BG is being issued or the BG issuing Bank

BANK GUARANTEE No:

Date:.....

To

(Write Designation and Address of Officer of BHEL inviting the Tender)

Dear Sir

Sub : Validity of Bank Guarantee No:..... Dated..... for
 Rs in favour of yourself, expiry date
 on account of M/s in respect
 of Contract Number....., (herein after called the Original bank
 Guarantee)

At the request of M/s....., we
 Bank, having its branch Office at and having
 Head office at, do hereby extend our liability under the above mentioned
 Bank Guarantee number..... dated..... for a further period of
 Months/years from to expire on

Except as provided above, all other terms and conditions of the Original Bank
 Guarantee No Dated.... shall remain unaltered and binding on us.

Kindly treat this extension as an integral part of the original Bank Guarantee to which it
 would be attached.

Yours faithfully

Signature.....

Name & Designation.....

Power of Attorney/Signing Power No

Seal of Bank

 EDN, BANGALORE	MONTHLY PLAN & REVIEW WITH CONTRACTOR							Page 1 of 5	
	Name of Site			Contract No.					
					Name of Contractor				
Review for the month of					Brief Scope of work				
Date of Review									
PART- A PHYSICAL REVIEW									
Sl.No	Description of work	Unit of Measurement	Original Plan (QTY Planned for the month as per joint review of previous month)	Last months shortfall (attributable to Contractor)	Total Planned for the month (including previous month backlog attributable to Contractor)	Achieved	Shortfall attributable to (in Qty)		REMARKS
			(a)	(b)	C=(a)+(b)		BHEL	Contractor	
		UOM	Phy.	Phy	Phy.	Phy.	Phy.		
Use separate sheets if necessary									
CONTRACT NO:									

BHEL
 (Sign with name, designation and date)

SIGNATURE OF BIDDER

CONTRACTOR
 (Sign with name, designation and date)

Page 69 of 111



MONTHLY PLAN & REVIEW WITH
CONTRACTOR

Page 2 of 5

CONTRACTOR:

PART – B-1 REVIEW OF DEPLOYMENT OF MAJOR T&Ps

SUPPLIER SCOPE:-

SN.	MAJOR T&P TO BE DEPLOYED AS PER WORK PLANNED FOR THE MONTH	QTY.	DEPLOYMENT STATUS (ACTUAL DEPLOYED)	REMARKS (WORKS EFFECTED DUE TO NON- DEPLOYMENT OF T&Ps)

BHEL SCOPE:-

CONTRACT NO:



MONTHLY PLAN & REVIEW WITH CONTRACTOR

Page 3 of 5

CONTRACTOR:

PART – B-2 REVIEW OF DEPLOYMENT OF MANPOWER

SUPPLIER SCOPE:-

SNO.	AREA OF WORK	CATEGORY OF LABOUR	NO. OF LABOUR REQUIRED AS PER CATEGORY	DEPLOYED FOR THE PERIOD	REMARKS (WORKS AFFECTED DUE TO NON-AVAILABILITY OF LABOUR)

CONTRACT No.:

Date of Report:



MONTHLY PLAN & REVIEW WITH CONTRACTOR

Page 4 of 5

PART C1 : PLAN FOR THE NEXT MONTH (PHYSICAL)

SL NO.	DESCRIPTION OF WORK (Area Wise)	PLANNED MT/ % / QTY (EXCLUDING SHORTFALLS ATTRIBUTABLE TO CONTRACTOR TILL DATE)	T&Ps REQUIRED	MANPOWER REQUIRED	REMARKS

NOTE: USE SEPARATE SHEETS, IF REQUIRED

PART C2: PLAN FOR THE NEXT MONTH (OTHERS)

SL NO.	DESCRIPTION OF WORK (Area Wise)	PLANNED MT/ % / QTY	T&Ps REQUIRED	MANPOWER REQUIRED	REMARKS

NOTE: USE SEPARATE SHEETS, IF REQUIRED



MONTHLY PLAN & REVIEW WITH CONTRACTOR

Page 5 of 5

BHEL
(Sign with name, designation and date)

CONTRACTOR
(Sign with name, designation and date)

MILESTONE COMPLETION CERTIFICATE
(issued by BHEL on the specific request of Contractor)

Ref :

Date:

To,

(Name & address of Contractor)

Dear Sir,

References

1. Contract No:
2. Job Description:

This is to hereby confirm that the following Milestone Activity has been achieved in respect of the Contract /Job under reference

SI No	Milestone Activity	Remarks

This certificate is issued as per your request vide letter no without any prejudice to the rights of BHEL in line with the terms and conditions of the above referred Contract

Yours faithfully,

For and on behalf of Bharat Heavy Electricals Limited

Construction Manager/Head (Subcontracts)

CONTRACT COMPLETION CERTIFICATE
(Issued by BHEL/HQ on the specific request of Contractor)

Ref :

Date:

To Whom so ever it may concern

1	DESCRIPTION OF WORK	
2	NAME AND ADDRESS OF THE CONTRACTOR	
3	CONTRACT NO	
4	CONTRACT VALUE	
5	LETTER OF INTENT NO & DATE	
6	CONTRACT PERIOD//CONTRACT DURATION	
7	DATE OF START/COMPLETION	
8	FINAL EXECUTED VALUE	
9	PERFORMANCE	GOOD SATISFACTORY UNSATISFACTORY

This certificate is issued as per your request vide letter no
 without any prejudice to the rights of BHEL to use this certificate for evaluation of your offers for future tenders

Yours faithfully,

For and on behalf of Bharat Heavy Electricals Limited

BHEL- Site Incharge

INDEMNITY BOND

Form No: F-19 (Rev 00

(To be executed on a Non Judicial Stamp Paper of the requisite value as per Stamp Duty prevalent in the respective State)

This Indemnity Bond executed by <name of company> having their Registered Office at <xxxxxxxxxx> in favour of M/s Bharat Heavy Electricals Limited, a Company incorporated under the Companies Act, 1956, having its Registered Office at BHEL House, Siri Fort, Asiad, New Delhi - 110049 through its Unit **Electronics Division,PB No. 2606,Mysore Road ,Bangalore,Karnataka** State. (Hereinafter referred to as the Company)

And whereas the Company has entered into a Contract with M/s xxxxxxxx, the executants of this Deed (hereinafter referred to as the Contractor) as its contractor in respect of the work of "xxxxxxxxxxxxxxxxxxxxxx".

AND WHEREAS under the provisions of GCC further stipulates that the Contractor shall indemnify the Company against all claims of whatever nature arising during the course of execution of Contract including defects liability period of <xx Months > i.e till <xx xx xxxx>

Now this deed witness that in case the Company is made liable by any Authority including Court to pay any claim or compensation etc. in respect of all labourers or other matters at any stage under or relating to the Contract with the Contractor , the Contractor hereby covenants and agrees with the Company that they shall indemnify and reimburse the Company to the extent of such payments and for any fee, including litigation charges, lawyers' fees, etc, penalty or damages claimed against the Company by reason of the Contractor failing to comply with Central/States Laws, Rules etc, or his failure to comply with Contract (including all expenses and charges incurred by the Company).

The Contractor further indemnifies the Company for the amount which the Company may be liable to pay by way of penalty for not making deductions from the Bills of the Contractor towards such amount and depositing the same in the Government Treasury.

The Contractor further agree that the Company shall be entitled to with hold and adjust the Security Deposit and/or with hold and adjust payment of Bills of

INDEMNITY BOND

Form No: F-19 (Rev 00

(To be executed on a Non Judicial Stamp Paper of the requisite value as per Stamp Duty prevalent in the respective State)

Contractor pertaining to this Contract against any payment which the Company has made or is required to make for which the Contractor is liable under the Contract and that such amount can be withheld, adjusted by the Company till satisfactory and final settlement of all pending matters and the Contractor hereby gives his consent for the same.

The Contractor further agrees that the terms of indemnity shall survive the termination or completion of this contract.

The contractor further agrees that the liability of the contractor shall be extended on actual basis notwithstanding the limitations of liability clause, in respect of :

1. breach of terms of contract by the contractor
2. breach of laws by the contractor
3. breach of Intellectual property rights by the contractor
4. breach of confidentiality by the contractor

Nothing contained in this deed, shall be construed as absolving or limiting the liability of the Contractor under said Contract between the Company and the Contractor. That this Indemnity Bond is irrevocable and the condition of the bond is that the Contractor shall duly and punctually comply with the terms and the conditions of this deed and contractual provisions to the satisfaction of the Company.

In witness where of M/s xxxxxxxxxxxx these presents on the day, month and year first, above written at xxxxxxxx by the hand of its signatory Mr. xxxxxxxxx.

Signed for and on behalf of
M/s xxxxxxxxxxxxxxxx

Witness:

1
2

(To be executed on Rs. 50/- Non – Judicial Stamp Paper)

THIS AGREEMENT is made and executed on this _____ day of _____, by and between (1) M/s _____, (The First Party, i.e, the Bidder) a company incorporated under the Company's Act 1956, having its registered office at _____(herein after called the "Bidder", which expression shall include its' successors, administrators, executors and permitted assigns) and (2) M/s _____, (The Second Party, i.e, the associates), a company incorporated under the Company's Act 1956, having its registered office at _____(herein after called the "Associates", which expression shall include its' successors, administrators, executors and permitted assigns).

WHEAEAS the Owner, Bharat Heavy Electricals Ltd, a Government of India Undertaking, proposes to issue / issued an NIT (herein after referred to as the said NIT) inviting bids from the individual Bidders for undertaking the work

_____,
at _____(herein after referred to as the said works).

WHEREAS the said NIT enables submission of a bid by a Consortium subject to fulfillment of the stipulations specified in the said NIT.

AND WHEREAS M/s _____(The First Party, i.e, the Bidder) will submit its proposal in response to the aforesaid invitation to bid by the Owner for _____ as detailed in the Bid doc. no. < TENDER REF >

AND WHEREAS M/s _____(The First Party, i.e the Bidder) itself is meeting all the qualifying requirements except the qualifying requirements of _____(as detailed in the NIT) and in order to fully meet the qualifying requirements of NIT, this tie-up agreement is being entered into with M/s _____ (The Second Party, the Associates) , who fully meet the balance part of the said works _____).

WHEREAS the First Party and the Second Party are contractors engaged in the business of carrying out various items of works. WHEREAS the two parties have agreed to constitute themselves into a consortium for the purpose of carrying out the said works, and that the consortium will be continued till the completion of the works in all respects.

WHEREAS the parties have agreed to certain terms and conditions in this regard:

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS :

1. First and Second parties hereby constitute themselves into a Consortium for the purpose of bidding and undertaking the said works pursuant to the said NIT as hereinafter stated.
2. The First Party will be the leader (Lead Partner) and will be responsible for the entire works.

CONSORTIUM AGREEMENT

3. The First Party shall undertake the following part(s) of work detailed in the NIT namely

4. The Second Party shall undertake the following part(s) of work detailed in the said NIT namely

5. The parties hereby declare and confirm that each of them will fulfill the required minimum qualifying requirements as prescribed in the said NIT for the works agreed to be undertaken by them as stated here-in-above.
6. It is also agreed between the parties hereto that all of them shall be individually and severally responsible for the completion of the said works as per the schedule. Further, if the Employer/Owner sustains any loss or damage on account of any breach of the Contracts, we the, Consortium partners individually and severally undertake to promptly indemnify and pay such losses / damages caused to the Employer/Owner on its written demand without any demur, reservation, contest or protest in any manner whatsoever.
7. The parties hereby agree and undertake that they shall provide adequate finances, suitable Tools, Plants, Tractors, Trailers, other transportation equipment, other Tools & Plants, Measuring & Monitoring Equipments (MMEs), Men and Machinery etc. for the proper and effective execution of the works to be undertaken by them as specified here-in-above.
8. It is agreed inter se between the parties hereto that all the consequences liabilities etc., arising out of any default in the due execution of the said works shall be borne by the party in default, that is by party in whose area of works default has occurred, provided

CONSORTIUM AGREEMENT

Form No: F-20(Rev 00

however, so far as M/s Bharat Heavy Electricals Limited is concerned, all the parties shall be liable jointly and severally.

IN WITNESS HEREOF the parties above named have signed this agreement on the day month and year first above written at
_____(Place) .

WITNESS For

1. NAME (FIRST PARTY)
2. OFFICIAL ADDRESS

WITNESS For

1. NAME (SECOND PARTY)
2. OFFICIAL ADDRESS

[The successful bidder shall have to execute the " JOINT DEED OF UNDERTAKING " in the format to be made available by BHEL at the time of awarding].

REFUND OF SECURITY DEPOSIT

To,

The Construction Manager
BHEL Site Office

Dear Sir,

Sub : **Refund of Security Deposit**

Ref : Contract No:.....,
Work:.....

I/We have submitted Final Bill in respect of the above Contract/Work vide our letter no:..... dated In line with Tender conditions (GCC clause no 1.11), kindly arrange to release/refund the Security Deposit along with Final Bill payments.

The details of Security Deposit are as below:

1. Cash Portion :
2. BG Portion :

Thanking You

Date: _____

Authorised representative of
Contractor

To be filled up by BHEL

1. Security Deposit to be refunded:
 - a. Cash Portion:
 - b. BG Portion :
2. Less
 - a. Amount spent by BHEL on behalf of Contractor:
 - b. Payments made by BHEL on behalf of Contractor:
 - c. Other recoveries for Services etc
 - d. Any other recoveries
 - e. Total of 'a' to 'd':
3. Net Amount to be released (1-2) :
4. Certified that
 - a. The payment recommended for release is in order and there are no demands other than those included in the claim outstanding from the Contractor
 - b. Contract Guarantee period of Months commenced wef : _____
 - c. All objections raised so far have been settled
 - d. A note for refund of Security Deposit has been made in the Measurement Book

Signature of BHEL Engineer

Date:-----

Construction Manager

REFUND OF GUARANTEE MONEY

Form No: F-22(Rev 00

BHARAT HEAVY ELECTRICALS LIMITED
Electronics Division P.B.No. 2606,Mysore Road
Bangalore-560026

Ref No:

Date:

1. Name and Address of Contractor : _____
2. Contract Agreement/LOI No : _____
3. Date of Contract Agreement/LOI : _____
4. Name of the Work undertaken : _____
5. Date of commencement of the Work : _____
6. Date of Completion of the Work : _____
7. Period of Maintenance :
(Guarantee Period)

8. Date on which the Final Bill was paid : _____
9. Last date of making good the defect :
during Maintenance Period

10. Expenditure incurred by BHEL during :
Maintenance Period, if any, recoverable

11. Date on which Guarantee Money refund:
falls due as per Contract

12. Amount of Guarantee Money to be refunded:

13. Less Amounts recoverable (with details)
 - a. Amount spent by BHEL on maintenance : _____
 - b. Payments made by BHEL on behalf of Contractor: _____
 - c. Court dues/penalties/compensation : _____
 - d. Other recoveries for Services, etc : _____
 - e. Total of 'a' to 'd' : _____
14. Net Amount recommended for release (12-13) : _____

Signature of BHEL Engineer

Date: _____

REFUND OF GUARANTEE MONEY

Form No: F-22(Rev 00

BHARAT HEAVY ELECTRICALS LIMITED
Electronics Division P.B.No. 2606, Mysore Road
Bangalore-560026

CERTIFICATE TO BE FURNISHED BY THE CONTRACTOR

I/We have no claim or demand outstanding against BHEL _____, for the work done or for labour or material supplied or any other account arising out of or connected with the Contract Agreement/LOI (No _____ dated _____) and the payment of this bill shall be in full and final settlement of all my/our claims and demands including the 'Deposits' of the Contract Agreement/LOI referred to.

Date:

Signature of Contractor

CERTIFICATE TO BE FURNISHED BY SENIOR ENGINEER/CONSTRUCTION MANAGER

1. Certified that

- a. The payment recommended for release is in order and there are no demands other than those included in the claim outstanding from the Contractor
- b. Maintenance period (Contract Guarantee period) is over and the Contractor has carried out the works required to be carried out by him during the period of maintenance (Guarantee) to our satisfaction, and all expenses incurred by the Company on carrying out such works have been included for adjustment
- c. All objections raised so far have been settled
- d. A note for refund of Guarantee Amount has been made in the Measurement Book and Contract Agreement/Work Order

Signature of BHEL Engineer

Date:-----

Construction Manager

FOR USE IN ACCOUNTS DEPARTMENT

Passed for Rs _____ (Rupees _____ only)

Accountant

Accounts Officer

ACKNOWLEDGE BY THE CONTRACTOR

Received Rs _____ in full and final settlement of my/our claim

Date:

Signature of Contractor

**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, Electronics Division, Bangalore , 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
DIVISION.....

Running Account Bill

(Para 4.31.1 of Works Accounts Manual)

Name of the Contractor:

Departmental Bill no:

Date:

Name of the Work:

Division:

Sub-Division:

Sanctioned Estimate:

Date of written order to commence the work :

Code No:

Date of commencement of the Work:

Contract Agreement No :

Dated:

Due date of completion as per Agreement:

1. ACCOUNT OF WORK EXECUTED

On account payment for work not previously/ previously measured**			Item No of	Description of Work	Quantity as per agree- ment	Quantity executed up to date	Rate	Unit	Payment on the basis of actual measure- ment up to date	Quantity since last running account bill	Payment on the basis of actual measurement since last running account bill	Remarks
<hr/>												
Total	since last	Total										
As per	running	up to										
Running	account	date										
Account	bill											
Rs.	Rs.	Rs.										
1	2	3	4	5	6	7	8	9	10	11	12	13

**1. Whenever payment is made on 'on account' basis without actual measurements the amount in whole rupees should be entered in columns 1 to 3 only and not in columns 7 to 12.

2. whenever there is an entry in column 12 on the basis of actual measurement, the whole of the amount previously paid without detailed measurement should be adjusted by a minus entry in column 2 equivalent to the amount shown in column 1, so that the total up to date in column 4 may become nil.

Form WAM 6 (contd...)

1	2	3	4	5	6	7	8	9	10	11	12	13
---	---	---	---	---	---	---	---	---	----	----	----	----

Total value of work done up to date (A) ...

Deduct value of work shown on the last
Running Account Bill (B) ...

Net value of work done since last (C) ...

Rupees (in words) only.

II.

MEMORANDUM OF PAYMENTS

		I	II
		Rs. P.	Rs. P.
1. Total value of work actually measured as per Account No. I. Column 10	(A)	.....	.....
2. Total up to date 'on account' payment for work covered by approximate Or plan measurements as per Account No. I, Column 3	(B)	.....	.....
3. Total up to date secured advances on security of materials as per column 8 Of the enclosed Account (Form WAM 10)	(C)	.....	.....
4. Total up to date payments [(A) + (B) + (C)]	(D)	.....	.....
5. Total amount of payments already made as per Entry (D) of last Running Account Bill No..... Dated..... forwarded to the Accounts Office on	(E)	.....
6. Balance [(D)-(E)]		.....
7. Payments now to be made:			
a) by cash/cheque		.....
b) by deduction for value of materials supplied		.....
c) by BHEL vide Annexure A attached		.....
d) by deduction for hire of tools and plant vide Annexure B attached		.....
e) by deduction for other charges vide Annexure C Attached		.....
f) by deduction on account of security deposit		.....
h) by deduction on account of Income Tax		.....	.....

Note: Amounts relating to items 4 to 6 above should be enter in column II and those relating to item 7 in column I. The amount shown against item 6 and the total of item 7 should agree with each other.

III. CERTIFICATE OF THE ENGINEER IN CHARGE**Form WAM 6 (contd...)**

1. The measurements on which the entries in column 7 to 12 of Part I of this Bill (Account of work executed) are based were made by.....and are recorded at pages.....of
(Name and Designation)
Measurement Book No

2. Certified that the methods of measurement are correct and the work has been carried out in accordance with the terms and conditions, schedules, specifications and drawings etc, forming part of the contract agreement, subject to deviations included in the deviation statement (Annexure D).

3. Certified that in addition to and quite apart from the quantities of work actually executed as shown in column 10 of Part I, some work has actually been done in connection with several items and the value of the such work is, in no case, less than 'on account' payments as per column 3 of Part I, made or proposed to be made, for the convenience of the contractor in anticipation of, and subject to the results of, detailed measurement which will be made as soon as possible.

Signature of Contractor

Signature of Engineer in charge

Date:

Designation:

Date:

IV. CERTIFICATE OF THE SENIOR ENGINEER

1. Certified that measurements have been check measured to the prescribed extent by
.....at site and also by the undersigned and the relevant entries have been intialled in the Measurement book. (vide pages.....)
(Name and Designation)

2. Certified that all the measurements recorded in the measurement book have been correctly billed for

3. Certified that all recoverable amounts in respect of materials tools and plant etc, and other charges have been correctly made vide Annexures A to C attached.
Certified for payment * of Rs.....(Rupees..... only)
To be paid in cash/by cheque in the presence of

ALLOCATION

The expenditure is chargeable as under and to be included in the accounts for.....20.....

Ledger Head

Debit (Gross amount)

Credit (Deductions)

Rs. P.

Rs. P.

Total

Signature of Senior Engineer

Date:

* Here specify the net amount payable.

V. ENTRIES TO BE MADE IN THE ACCOUNTS OFFICE

Accounts Bill No Dated
 Entered in Journal Book vide entry No Dated
 Passed for Rs
 Less Deductions Rs
 Net Amount Payable Rs
 (Rupees only)
 Payable to Shri/M/s by cheque/cash
 Entered in Contractor's Ledger No Page

		ALLOCATION	
		Estimate No:	Code no:
		Name of the Work:	
Ledger Head		Debit (Gross amount)	Credit (Deductions)
		Rs. P.	Rs. P.
-----	-----	-----	-----
-----	-----	-----	-----
Total		-----	-----

Assistant Accountant Account Officer
 Date: Date: Date:

VI. Received Rs (Rupees only) as per
 Memorandum of Payments on account of this work.

Signature of witness Revenue
 Address : Stamp
 Date: Signature of Contractor
 Date:

VII. ENTRIES TO BE MADE BY TREASURY SECTION

Cash Book entry No. and date:	Amount paid	Rs.
	Amount unpaid	Rs.
	Total	Rs.

Signature of Cashier
 Date:

ANNEXURE A

Statement showing details of materials issued to the contractor Shri/M/s.....

In respect of Contract Agreement No Dated

Sl. No.	Stores issue No.	Issue voucher No. and date and date	Description of material issued to the contractor	Quantity issued	Quantity actually incorp- ated in the work	Whether recover- able from the contrac- tor or supplied free	If recoverable from the contractor				R E M A R K S
							Rate at which recover- able	Amount recover- able	Amount recover- ed up to previous bill	Balance now recover- ed	
1	2	3	4	5	6	7	Rs. P.	Rs. P.	Rs. P.	Rs. P.	12

Total

Signature of contractor
Date:Signature of Engineer in Charge
Date:Signature of Senior Engineer
Date:

ANNEXURE B

Statement showing tools and plant issued to the contractor Shri/M/s.....

In respect of Contract Agreement No Dated

Sl. No	Description of tools and plant issued	Period for which Issued	Rate at which recovery Is to be Made	Amount recover- able Rs. P.	Amount recovered upto previous bill Rs. P.	Balance now recovered Rs. P.	Remarks
1	2	3	4	5	6	7	8

Total

Signature of contractor Date:	Signature of Engineer in Charge Date:	Signature of Senior Engineer Date:
----------------------------------	--	---------------------------------------

ANNEXURE C

Statement showing details of other recoveries to be made from the contractor Shri/M/s.....

In respect of Contract Agreement NoDated.....

Sl. No	Particulars	Unit	Quantity	Rate	Amount recover- able	Amount recovered upto pre- vious bill	Amount now recovered	Remarks
1	2	3	4	5	6	7	8	9
1.	Water Charges							
2.	Electricity charges							
3.	Seignorage charges							
4.	Medical charges							
5.	Cost of empty gunny bags and Empty containers not returned							
6.								
7.								
8.								
9.								
10.								

Total								

Signature of contractor
Date:Signature of Engineer in Charge
Date:Signature of Senior Engineer
Date:

ANNEXURE D

Name of the Contractor:

Name of the Work:

Contract Agreement No:

Date:

Sl. No.	Description of item	Unit	Quantity as per Agreement	Quantity as executed	Quantity further anticipated	Total quantity anticipated on completion	Rate as per agreement Rs. P.
1	2	3	4	5	6	7	8

Rate as executed Rs. P.	Amount as per agreement Rs. P.	Amount as executed Rs. P.	Amount further anticipated Rs. P.	Total amount anticipated on completion Rs. P.	Difference Excess Rs. P.	savings Rs. P.	Reason for the deviation with authority, if any
9	10	11	12	13	14	15	16

Signature of Engineer in Charge
Date:Signature of Senior Engineer
Date:

BHARAT HEAVY ELECTRICALS LIMITED
DIVISION.....
.....And Final bill (Para 4.3.2 Of
Works Accounts Manual)

Name of Contractor		Departmental Bill no		Date	
Name of the Work		Division		Division	
Sanctioned Estimate		Date of written order to commence the work			
Contract Agreement/work Order No		Date of commencement of work			
		Due date of completion as per agreement			
		Date of actual completion of the work			

I. ACCOUNT OF WORK EXECUTED

On Account payment for the work not previously measured **			Item No of the agreement/ work order	Descripti on of work	Quantity as per agreement	Quantity executed up to date	Rate Rs. P	Unit	Payment on the basis of actual measurement up to date Rs P	Quantity since last running account bill	Payment on the basis of actual measurement since last running account bill Rs P	Remarks
Total as per last running account bill Rs.	Since last running account bill Rs	Total up to date Rs										
1	2	3	5	6	7	8	9	10	11	12	13	

1	2	3	4	5	6	7	8	9	10	11	12	13
---	---	---	---	---	---	---	---	---	----	----	----	----

Total Value of Work Done up to date	(A)	
Deduct Value of work shown on the last running account bill	(B)	
Net value of work done since last running account bill	(C)	
Rupees (In Words).....		Only

II MEMORANDUM OF PAYMENT

		Rs.	P
1	Total Value of work actually measured as per Account no I column 10	(A)	
2	Deduct amount of payments already made as per last running account bill No Dated..... Forwarded to the Accounts Office on	(B)	
3	Payments now to be made { (A) - (B)}	(C)	
4	Deduct amounts recoverable from the contractor on account of :	Rs	P
a	Material suplied by BHEL vide annexure A attached		
b	Hire of Tools & Plants vide Annexure B attached		
c	Other charges vide Annexure C attached		
d	Income Tax		
	Total deduction		
5	Balance		
6	Refund of 50% of security deposite on completion of work		
7	Net amount to be paid to the Contractor		

III. CERTIFICATE OF THE ENGINEER IN CHARGE

The measurement on which the entries in coulmns 7 to 12 of Part I of this bill (Account of work executed) are based were made by

.....
1 (Name and designation)
2 A statement showing the quantities of stores issued to the contractor (whether free or on recovery basis) and their disposal is attached.

Date:

Signature of Engineer in charge
Designation

IV CERTIFICATE OF THE SENIOR ENGINEER

- 1 Certified that I have personally inspected the work and that the work has been physically completed on the due date in accordance with the terms and
Certified that the measurements have been checked measured to the prescribed extent by
- 2 (Name & designation). And by the undersigned at site and relevant entries have been initiated in the measurement book (vide
pages ..)
- 3 Certified that the methods of measurement are correct
- 4 Certified that the measurements have been technically checked with reference to contract drawings, deviations etc
- 5 Certified that all the measurements recorded in the measurement book have been correctly billed for at the contract rates or approved rates.
- 6 Certified that all the recoverable amounts in respect of stores, tools and plant, labour, electricity charges etc, have been correctly made vide Annexures A
- 7 Certified that the issues of all stores as per statement attached (whether charged to the contractor or direct to the work) have been technically checked and

Certified for payment of * Rs (Rupees.....) (Only). To be paid in
cash/by cheque in the presence of

ALLOCATION

The expenditure as under and to be included in the accounts for 20

Ledger Head	Debit		Credit	
	(Gross Amount)		(Deduction)	
	Rs.	P	Rs.	P
.....
Total

* Here specify the net amount payable

Signature of Senior Engineer
Date

V. ENTRIES TO BE MADE IN THE ACCOUNTS OFFICE

Account Bill no.....	Dated	ALLOCATION	
Entered in Journal book vide entry No.....	Dated	Estimate No:	Code No
Passed for.....	Rs.....	Name of the Work	
Less Deductions.....	Rs.....		
(Rupees..... Only)		Ledger Head	Debit
Payable to Shri/M/s.....	by cheque/cash	(Gross Amount)	Credit
Entered in contractors' Ledger no.	Page	Rs	(Deduction)
Assistant	Accountant	Total	Rs
Date:	Date:		P

VI. Received Rs.....(Rupees..... Only) in full and final settlement of all moneys due under this contract and I / we have no further claims of this contract.

Signature of Witness
Address

Revenue Stamp
Signature of Contractor
Date:

VII . ENTRIES TO BE MADE BY TREASURY SECTION

Cash book entry no and date :

Amount Paid Rs.....
Amount unpaid Rs.....
Total Rs.....

Signature of Cashier
Date:

ANNEXURE A

Part I

Statement showing details of material issued to the contractor Shri/M/s..... In respect of Contract
Agreement/Work Order No..... Dated

SI No	Stores Issue voucher No and date	Issue No and date allotted by stores to the	Issue description of material issued to the contractor	Quantity issued	Quantity actually incorporated in the work	Whether recoverabl e from the contractor	If recoverable from contractor			Remarks		
							Rate at which	Amount Recoverabl	Amount recoverable upto previous bill	Balance Now	Amount recovered	
1	2	3	4	5	6	7	Rs	P	Rs	P	Rs	P

Total

ANNEXURE A

Part II

Statement showing details of material issued to the contractor Shri/M/s..... in respect of Contract
Agreement/Work Order No..... Dated and not covered by the agreement

SI No	Stores Issue voucher No	Issue No and date allotted by stores to the	Description of material issued to the contractor	Quantity issued	Quantity actually incorporated in the work	Issue Rate	Amount recoverable		Amount recoverable		Remarks 11
							Recoverable upto e		Balance Now previous bill recovered		
							Rs	P	Rs	P	
1	2	3	4	5	6	7	8	9	10		

Total
Add Departmental Charges

Add Sales Tax (wherever applicable)
Total

ANNEXURE B

Statement showing TOOLS & PLANTS issued to the contractor Shri/M/s.....in respect of Contract
 Agreement/Work Order No..... Dated and not covered by the agreement

SI No	Description of tools & plants issued	Period for which issued	Rate at which Recovery is to be made	Amount recoverable		Amount recoverable upto previous bill	Balance Now recovered	Remarks
				e	Rs P			
1	2	3	4	5	6	7	8	

Total

Signature of Contractor
 Date

Signature of Engineer in charge
 Date

Signature of Senior Engineer
 Date

ANNEXURE C

showing detail of other recoveries to be made from the contractor Shri/M/s.....
ent/Work Order No.....Dated.....

Sr.No	Particulars	Unit	Quantity	Rate Rs. P.	Amount recoverable Rs. P	Amount recovered upto previous bill Rs. P.	Amount now recovered Rs. P.	Remarks
1	2	3	4	5	6	7	8	9

- 1 Water Charges
- 2 Electricity Charges
- 3 Seignorage Charges
- 4 Medical Charges

Cost of empty gunny bags and empty containers not

5 returned

6

7

8

9

10

Total

Signature of Contractor

Signature of Engineer Incharge

Signature of Sr. Engineer

Date

Date

ANNEXURE F

Statement showing detail of materials issued to the contractor Shri/M/s.....
ct of Contract Agreement/Work Order No.....Dated.....

Name of work;		FREE OF COST									
Sr.No	Stores issue voucher No.	Description of material	Unit	Quantity issued	Quantity required as per data	Quantity consumed in the work	Balance(if any)	Nature of disposal for the balance	Rate chargeable for material not returned Rs.P.	Amount recoverable for material not returned Rs. P	Remarks
1	2	3	4	5	6	7	8	9	10	11	12
Total											
Signature of Contractor Date			Signature of Engineer Incharge Date			Signature of Sr. Engineer Date					
Note: Data statement of theoretical consumption should be attached in support of the quantity specified in column 6											

ANNEXURE G

Page 104 of

QUESTIONNAIRE TO BE ANSWERED BY ENGINEER IN CHARGE AND SENIOR ENGINEER (Correct particulars and answers to be recorded)	
Name of the work :	
Name of the Contractor :	
Date of commencement of the work:	
Contract agreement/work ordered no. and date:	
Reference to supplementary agreement no,if any :	
Whether administrative approval and technical sanction has been accorded by the competent authority ? If so ,cite reference	
Whether sanction of the competent authority and financial concurrence of the Accounts Department for award of the work has been accorded ? If so,cite reference.	
Wheter the work has been completed in time ? If not ,wheter penalty has been levied or sanction of the competent authority for extension of time granted and communicated to the Accounts Department with reasons for grant of extension? (Due and actual date of completion of the work and reference to letter no. and date granting the extension of time should be given)	
(a) Wheter the rates allowed in the bill have been checked with the contract agreement ? (b) Wheter the rates for extra/supplemental items have been approved by the competent authority and the sanction communicated to the accounts Department together with rate analysis? If so,cite reference.	
Wheter deviations have been approved by the competent authority? If yes, give reference to the approval; if not, give reasons.	
Whether the rates of recovery of stores issued to the contractor which are not provided for in the Contract Agreement have been settled in consultation with Finance?	
Whether discrepancies pointed out by the Accounts Department in the store statement have been reconciled and accepted by the Accounts Department?	
Whether materials issued to the contractor in excess of the theoretical requirements have been returned to the Stores Department and the no. and date of such returned stores vouchers have been shown in stores statement? If not ,whether the cost of such excess material has been recovered at the prescribed rate? Whethre consumption statements in respect of materials chargeable to the work have been attached to the bill?	

ANNEXURE G

Page 105 of

QUESTIONNAIRE TO BE ANSWERED BY ENGINEER IN CHARGE AND SENIOR ENGINEER	
(Correct particulars and answers to be recorded)	
Whether consumption of materials shown has been technically checked by Senior Engineer?	
Whether materials issued and used in the work is not less than that required for consumption in work according to our specification? If consumption is less, whether necessary recovery has been made in the bill?	
Whether measurements have been checked by the Engineer and Sr. Engineer to the extent required and certificates of check recorded in the measurements books?	
Whether contractor has signed the bill and the measurements books without reservations? If not; whether reasons have been intimated to the Accounts Department?	
Whether arithmetical calculations have been checked and certificate recorded in the measurement books by a person other than the one who calculated initially	
Whether any work was done at the risk and cost of the contractor and whether such cost has been recovered from him? Give particulars.	
Whether all advance payments on running Accounts have been recovered?	
Whether all the recoveries due to services given to the contractor like rent of accommodation, water charges, electricity charges etc. have been recovered and whether payments made by the company on behalf of the contractor have been adjusted?	
Whether the files containing abstracts from measurements books/ standard measurement books have been completed/ updated?	
Whether hire charges of tools and plant have been recovered and the statement of hire charges with full details attached?	
Whether the certificate of workmanship and completion of work according to specifications, drawings etc. is recorded by Engineer/ Sr. Engineer and whether recoveries have been made for defective works, if any?	
Whether all corrections in the bill/measurement books etc. have been neatly made and attested and there are no overwriting?	
Whether final measurements have been taken as soon as possible after completion of work and the certificate of completion issued? If not, whether reasons for delay have been recorded and communicated to Accounts?	

SIGNATURE OF BIDDER

Page 105 of 111

ANNEXURE G

Page 106 of

QUESTIONNAIRE TO BE ANSWERED BY ENGINEER IN CHARGE AND SENIOR ENGINEER	
(Correct particulars and answers to be recorded)	
In respect of Quintites reduced in the final bill as compare to the running payment, whether adequate reasons have been recorded and communicated to Accounts	
Whether the Expenditure has been classified correctly according to heads of Account recorded in the sanctioned estimate?	
Whether the work has been completed within the estimated cost? If not, what is the percentage of excess over the sanctioned estimate/ administrative approval? In case the excess is beyond the competency of Sr. Engineer, what action has been taken for the obtaining the approval of the authority competent to sanction the excess?	
(a) If the contractor has furnished bank guarantee in lieu of cash security deposit towards proper execution of works and guarantee against defects during the maintenance period, whether the period of currency of the bank guarantee covers the entire maintenance period? (b) If not, whether security deposit has been proposed to be recovered from the final bill?	
Whether all the previous audit objections raised on running Account bills have been settled? If so, cite reference.	
Signature of Engineer in Charge	Signature of Engineer in Charge
Date:	Date:

SIGNATURE OF BIDDER

Page 106 of 111

Date : _____

SOLVANCY CERTIFICATE

[to be issued by Banks as mentioned in the attached list]

Ref: _____

This is to certify that M/s. _____ having their Registered Office at _____ is solvent to the extent of Rs. _____ [Amount in Words _____] as disclosed by the information and record which are available with the bank.

This certificate is issued at the request of M/s. _____ for a Tender Purpose.

This certificate is issued without any risk/liability or responsibility whatsoever on the part of the Bank or any of its officers.

For Bank _____

Name of Signatory

SIGNATURE OF BIDDER

List of Consortium Bank			
	Nationalised Bank		Nationalised Bank
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank		Public Sector Banks
3	Bank of Baroda	20	IDBI
4	Canara Bank		Foreign bank
5	Corporation bank	21	CITI Bank N.A
6	Central bank	22	Deutsche Bank AG
7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Limited
8	Indian Oversea Bank	24	Standard Chartered Bank
9	Oriental bank of Commerce	25	The Royal Bank of Scotland N.V.
10	Punjab National Bank	26	J P Morgan
11	Punjab & Sindh Bank		Private bank
12	State Bank of India	27	Axis Bank
13	State Bank of Hyderabad	28	The Federal Bank Limited
14	Syndicate Bank	29	HDFC
15	State Bank of Travancore	30	Kotak Mahindra Bank
16	UCO Bank	31	ICICI
17	Union Bank of India	32	Indusind Bank
18	United Bank of India	33	Yes Bank

REV 00
16th Mar
2021

PART -II

PRICE BID

(DOC. NO. BHEL-EDN/ICF/01- 2020-21 REV.00
DT. 16/03/2021)

**BHARAT HEAVY ELECTRICALS LIMITED
ELECTRONICS DIVISION, BANGALORE**



PRICE BID SPECIFICATION
SCHEDULE OF RATES AND QUANTITIES

BHARAT HEAVY ELECTRICALS LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING)

ELECTRONICS DIVISION

PO BOX. 2606, MYSORE ROAD - BANGALORE 560026

FOR

SUPERVISION OF MOUNTING & INSTALLATION OF ALL BHEL SUPPLIED EQUIPMENT, WIRING OF COACHES, PRE COMMISSIONING CHECKS AND COMMISSIONING OF 25KV AC 3 PHASE ELECTRICS FOR NON AC - ACEMU AND MEMU.

AT

**ICF Furnishing Division,
Laxmipuram, Villvakkam
Chennai-600 038**

LAST DATE FOR
TENDER SUBMISSION .

Refer Notice Inviting Tender

THESE TENDER SPECIFICATION DOCUMENTS CONTAINING VOLUME-I AND VOLUME- II ARE ISSUED TO:

M/s.

.....

PLEASE NOTE:
THESE TENDER SPECS DOCUMENTS ARE NOT TRANSFERABLE.

For Bharat Heavy Electricals Limited

AGM (PES-Site Services)

Place: BANGALORE

Date :

SIGNATURE OF BIDDER

PRICE BID SPECIFICATION
SCHEDULE OF RATES AND QUANTITIES

PART-II
PRICE BID FOR NON AC ACEMU & MEMU

Sl.No	Description/ Activity of work	Qty	Unit	Quoted Price in INR (Rate/ Unit)	Quoted price in INR (Total) in Figures and words	Indicated % of Max. Price (% of Total Price)
1	Commissioning Assistance for Non AC AC EMU	5	Rake			12.10
1.1	BUs - 60%					
1.2	First 6-CAR - 10%					
1.3	Second 6-CAR - 10%					
1.4	12-CAR - 10%					
1.5	After dispatch by Customer from ICF (5%)					
1.6	After acceptance by end user railways (5%)					
2	Commissioning Assistance for MEMU	52	Rake			83.93
2.1	BUs - 60%					
2.2	First 4-CAR - 10%					
2.3	Second 4-CAR - 10%					
2.4	8-CAR - 10%					
2.5	After dispatch by Customer from ICF (5%)					
2.6	After acceptance by end user railways (5%)					
TOTAL SERVICE COST in Rs (Inclusive of travel expenses which is in BHEL scope i.e considered 3.97% of total BHEL tender value which is fixed)						100
GST						18
LANDED COST TO BHEL (Rs)						118

Note:

- 1) Evaluation of offers shall be made based on the total landed cost to BHEL (service cost + all other taxes applicable).
- 2) The entire requirement will be considered as a single package for evaluation and no splitting of quantity is considered.
- 3) Quoted rates should not exceed mentioned Indicated % of Max.Price (% of Total Price) in above 2 activities and BHEL will add fixed travel expenses considering 3.97% of total BHEL tender value.

SIGNATURE OF CONTRACTOR

SIGNATURE OF BIDDER