

**Bharat Heavy Electricals Limited**  
**High Pressure Boiler Plant**  
**Tiruchirappalli – 620 014. India**  
**Civil Engineering Department (Factory)**

**TENDER DOCUMENT (QUALIFICATION BID)**

**Name of work** : Repair & Renovation of existing facilities at Puthayiram Poonga Park located in BHEL Township, Kailasapuram, Trichy – 14

**Value of work** : **Rs 2.02 Lakhs + Applicable GST**

**Tender Notice No.** : **CT:TN:005/18-19**

**Tender Schedule No.** : **CT:TS:017/18-19**

**Period of Contract** : **01 Month**

**EMD** : **Rs 4,200.00/-**

**Issued to** :

**BHARAT HEAVY ELECTRICALS LIMITED  
TIRUCHIRAPPALLI – 620 014  
CIVIL ENGINEERING DEPARTMENT (FACTORY)**

BHE: DGM: C: F:P:02/67:

Dt. 21.07.18

To

**The Tenderer**

**Dear Sirs,**

Sub: Repair & Renovation of existing facilities at Puthayiram Poonga Park located in BHEL Township, Kailasapuram, Trichy – 14

- Ref: 1. Tender Notice No. **CT:TN:005 /18-19**  
2. Tender Schedule No. **CT:TS:017/18-19**

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Please find enclosed / attached non-transferable tender document containing i) Qualification bid consisting of Preamble, Specifications, General Conditions of Contract, Norms for Qualification and Qualification Pro forma ii) Price bid consisting of Preamble, Bill of Quantities to offer your most competitive rates for all the items

**Tender for the work should be submitted in a sealed cover consisting of 4 ( four) inner sealed covers such as i) Qualification bid cover , ii) Price bid cover, iii) EMD cover and iv) cover with DD towards cost of tender document (if the document is downloaded as described in 2<sup>nd</sup> para in Sl. No.1 below) all super scribing the name of work, Tender notice No. ,Tender schedule No., the contents etc.**

- 1) **EMD cover shall contain requisite EMD (Rs 4,200/-) in the form of DD.** In case of tender documents downloaded from website, tender shall accompany the tender cost of Rs.750/-(Rs.825/- per document if required by post) in the form of Demand Draft (separate cover) in addition to the EMD amount in the form of Demand Draft .**Tender without EMD and Tender cost will be summarily rejected.**

All Demand Draft shall be drawn in favour of **BHEL, Trichy** payable at Tiruchirappalli.

- 2) Qualification bid cover shall contain duly filled in qualification bid document signed by the tenderer in all the pages with documentary evidences for pre-qualification such as experience, value of work executed in the similar nature of work, etc. Any bid without proper documentary evidence for pre-qualification shall not be considered for further evaluation.
- 3) The Price Bid cover shall contain price bid document duly filled in and signed by the tenderer in all the pages. The tenderer has to quote most competitive rate in Bill of Quantities appended from **Page 03 in** Price bid.

**(Important Note: One time EMD is no more applicable for tender, as per recent corporate guidelines. Hence tenderers who had previously remitted one time EMD, shall have to necessarily take EMD of specified amount mentioned for this tender)**

CONTRACTOR

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ACCEPTING OFFICER

The completed qualification bid and price bid along with requisite EMD of **Rs 4,200/-** for the work in the form of Demand Draft in favor of **BHEL, Trichy** shall reach the office of the undersigned on or before **07.08.2018 at 10.00 hrs.** EMD in any other form will not be accepted. The qualification bid will be opened on the **same day at 10.00 Hrs.** In case of opening day falls on holiday or happened to be declared as a holiday, the receipt and opening of the tender shall automatically fall on the same timing of the next working day. Date and time of opening of the Price Bid if any shall be intimated only to the bidders those who have qualified after evaluation of the qualification bid. You / your authorized representative may participate in the tender opening with authorization letter for Tender opening.

The tenderers who are desirous of sending their tender documents through your authorized representative / by post / by courier are advised to send the same well in advance so as to reach the office of **SM / Civil / Planning, Design & QC (F&T),Bldg.53, BHEL, Trichy-620014, Tamil Nadu** on or before **07.08.2018 at 10.00 hrs.**

Clarification if any, can be obtained contacting following email [ravindran.p@bhel.in](mailto:ravindran.p@bhel.in) / [rajabalan@bhel.in](mailto:rajabalan@bhel.in) ,phone No. **0431 –2574109/257 1214** Fax No. : 0431 – 2520710.

Kindly acknowledge the receipt of the entire set of tender document.

Thanking you,

Encl: E Format

Yours faithfully  
For and on behalf of  
BHARAT HEAVY ELECTRICALS LIMITED,

**SM / Civil/ Planning,Design & Qc  
BUILDING No.53,Ground floor**

**BHARAT HEAVY ELECTRICALS LIMITED  
TIRUCHIRAPPALLI – 620 014  
CIVIL ENGINEERING DEPARTMENT (FACTORY)**

**PREAMBLE**

1. The scope of work includes Repair & Renovation of existing facilities at Puthayiram Poonga Park located in BHEL Township, Kailasapuram, Trichy – 14
2. Time is the essence of the contract. Being a time bound works, the contractor should make all efforts to complete the work in time. Even though the overall completion period is indicated as **1 month**, works shall be completed progressively and handed over as per agreed split up schedule.
3. The brief description of items of work and respective item rate are given in Bill of quantities of Price Bid . **Tenderer has to quote competitive rate in the Bill of quantity attached in the Price bid.**
4. **Quoted rate for all items shall be firm throughout the contract period of 1 (One) month including extended period if any and no cost escalation is allowed on any account.**
5. Some changes are likely in the quantities furnished as well as in the layout, design and specifications of the work. The rates quoted shall be deemed to be inclusive of all such contingencies.

**6. Taxes & Duties**

The percentage rate offered is for finished item of works as per Bill of quantities attached in the price bid and shall provide for the complete cost towards fuel, tools, tackles, plant & machinery, temporary works, labour, materials, levies, taxes, transport, lay-out, repairs, rectifications, maintenance till handing over, supervision, establishment, services, revenue expenses, overheads, profits & all other incidentals etc., complete Rate quoted shall include all royalties, terminal taxes, Octroi duties, and any other taxes leviable under the State or Central Government rules. The Bharat Heavy Electricals Ltd., will not entertain any claim whatever in this respect.

**The percentage rate quoted shall include applicable GST.**

- a. Response to Tenders will be entertained only if the contractor has a valid GST registration no which should be clearly mentioned in the offer.
- b. The Contractor shall mention their GST registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN / SAC Code, etc.
- c. All invoices shall bear the SAC code (Services Accounting Code) & HSN Code (if applicable) for each item separately (Harmonized System of Nomenclature).
- d. **Payment shall be effected only after submission of declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & All tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If it is not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.**
- e. All documents like Work completion certificate and any other document mentioned in PO, shall be submitted.

CONTRACTOR

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ACCEPTING OFFICER

For all works executed within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle (if Input Tax Credit is applicable). In case of any discrepancy in the document or non-submission of documents mentioned in the PO, then BHEL will not be able to accept or account the works executed, in such case availing of tax credit will be deferred to next month or so.

- f. In case of discrepancy in the data uploaded by contractor in the GSTN portal or in case of any shortages or rejection in the works executed, then BHEL will not be able to avail the tax credit (if Input Tax Credit is applicable) and will notify the Contractor of the same. The Contractor has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections, within the calendar month notified by BHEL.
- g. For any such delay in availing of tax credit for reasons attributable to the Contractor (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

#### **All taxes and duty other than GST & GST Cess**

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

#### **Goods and service Tax (GST) & Cess**

The contractor shall submit the proof of GST registration to BHEL at the offer stage. Contractor's price/rates shall be inclusive of GST & GST Cess (if applicable) herein after termed as GST. Contractor shall submit to BHEL the GST compliant tax invoice/debit note/revised tax invoice on the basis of which BHEL will claim the input tax credit in its return (if Input Tax Credit is applicable). GST charged in the tax invoice/debit note/revised tax invoice by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the supply and has paid the GST at the time of filing the monthly return.

In case of deduction/excess in completion certificate/measurements, credit note /debit note shall be issued within the time limit prescribed in GST law and accordingly contractor shall adjust his tax liability.

If GST will be payable on reverse charge, then the same shall be payable directly to Govt by BHEL under reverse charge.

In case BHEL has to incur any liability (like interest, penalty etc.) due to denial or reversal of input tax credit for the reasons attributable to the contractor or any such delay in availing of tax credit for reasons attributable to the Contractor, the same shall be recovered from the contractor.

In case BHEL is deprived off the Input tax credit due to any reason attributable to contractor, the same shall not be paid to the contractor or will be recovered from the contractor.

TDS under GST (as & when applicable) shall be deducted at prevailing rates on applicable value from the running bills.

New Taxes/Levies - In case the Government imposes any new levy/tax on the output service/ goods/ after price bid opening, the same shall be reimbursed by BHEL at actual.

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

7. The tenderers are advised to visit BHEL Township at Tiruchirappalli and get themselves acquainted with the site conditions before submitting the offer.
8. Usually, working hours are limited to day time only. In emergency cases to carryout works during nights, it may be done so with the specific prior permission of BHEL. In such case, it is to be carried out in the presence of BHEL officials or their authorized persons.
9. For any item of work not covered in Bill of quantities , the rate will be arrived at based on the conditions given in BHEL General Conditions of Contract in force.
10. The percentage rate offered is for finished item of works and shall provide for the complete cost fuel, tools, tackles, plant & machinery, temporary works, labour, levies, taxes, transport, lay-out, repairs, rectifications, maintenance till handing over, supervision, labour colony Establishment, services, revenue expenses, overheads, profits & all other incidentals etc., complete.

**11. New Taxes / Levies**

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

12. After award of work the contractor has to furnish the security deposit, as per Clause 13 of Tender Notice, attached in the Tender Document. Also it is to be noted that after award of work the contractor has to furnish 50 % of security deposit before the commencement of work.
13. 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.
14. Required number of the tools & Plants / instruments shall be made available at site for the works as and when required.
15. In the event of any conflict between requirement of any clause of this specification / documents / drawings / data sheets etc. or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error / missing pages / other clerical errors in the tender documents, noticed must be pointed out before submission of offer, else BHEL's interpretation shall prevail.

**16. Order of Precedence**

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

- a. Amendments / Clarifications / Corrigenda / Errata etc issued in respect of the tender documents by BHEL
- b. Notice Inviting Tender (NIT)

- c. Price Bid
- d. Qualification Bid
- e. General Conditions of Contract

17. The decision of Engineer-in-charge shall be final and binding on the contractor regarding clarification of items in this tender schedule.

18. The following eligibility criteria shall be complied to fulfill the Qualification Bid.

**NORMS FOR QUALIFICATION**

<b>Name of work:</b> Repair & Renovation of existing facilities at Puthayiram Poonga Park located in BHEL Township, Kailasapuram, Trichy – 14.		<b>Estimate Value:</b> <b>2.06 lakhs</b>
<b>ELIGIBILITY:-</b>		
<b>1.</b>	<b>The tenderer should have</b> <b>a) PAN,</b> <b>b) GST (or) <u>Declaration Regarding Goods and Service Tax Exemption</u></b> <b>C) Vendor should have supplied (or) renovated play equipment's during during last 7 (Seven) years ending last day of month previous to the one in which applications are invited should be either of the following</b>	

**Declaration Regarding Goods and Service Tax Exemption**

**Date:** \_\_\_\_\_

To,

**SM/Civil-Factory (Planning, Design &QC)**  
**BHEL,**  
**Trichy - 14**

Madam/Sir,

*Our aggregate value of Taxable Services is not exceeding ` 20,00,000 /- (twenty lakh Rupees ) in any financial year. Incase our taxable service value exceeds ` 20 Lakhs at any point of time, we will register with goods and Service tax authorities and submit the Goods Service Tax Registration copy. While claiming goods and Service tax amount in the invoice, we will provide the Challan copy for proof of GST payment.*

Thank You.

**Yours faithfully,**

For \_\_\_\_\_

(Name and Designation with Seal)

19. The decision of Engineer-in-charge shall be final and binding on the contractor regarding clarification of items in this tender schedule.
20. The works executed in the own name of the tenderer only will be considered for eligibility criteria.. **The nominated committee may also visit the works executed by the contractor / tenderer to ascertain the nature of work relating to similar works before qualifying.**
21. The contractor shall strictly adhere to various labour laws in force.
22. **The tenderer has to ensure payment of Minimum Wages as per Tamil Nadu State Minimum Wages as applicable under law from time to time.**

**The labourers engaged in this contract shall be paid additional payment as mentioned below in addition to the payment of Minimum wages as stated above.**

a) Unskilled Worker	Rs. 3200 per month
b) Semi-skilled Worker	Rs. 3700 per month
c) Skilled Worker / Supervisor	Rs. 4100 per month

Also the labourers shall be paid a minimum bonus which shall be 8.33% as per the payment of Bonus Act 1965 for the total wages paid (i.e) Payment of minimum wages and additional payment as mentioned above.

The Contractor shall have to remit EPF & ESI contributions at the rates applicable under law to the authorities concerned for the total wages paid (i.e) Payment of minimum wages and additional payment as mentioned above.

At present the Tamil Nadu State Government Minimum wages declared is enclosed for your reference ( Ref. Page No.15 ). Normally the revision will be with effect from 1<sup>st</sup> April of every year. Tenderers are requested to quote their offer after taking into account of the above factor also.

Contractors should ensure that atleast the Prevailing Tamilnadu State Govt minimum wages applicable to General Engineering and Fabrication Industry and BHEL additional wages inclusive of bonus after remitting PF & ESI contributions, shall be paid to the labourers ONLY in their respective bank account by means of NEFT/ RTGS/ IMPS. Payment done through bank in any of the above modes to the individual labour's bank account should NOT be less than the minimum wages announced by the State Government prevailing on the period of execution of work and BHEL additional wages inclusive of bonus after remitting for PF,ESI and other statutory obligations.

While submitting bills by contractor, the proof of payment made to labours through bank as mentioned above should be furnished along with PF and ESI contribution challans to Welfare Section every month for effecting payment by BHEL. Otherwise payment to the bills will not paid to the contractors. In addition, the contractor has to submit wage register as a proof for payment of Minimum wages and additional wages as per prevailing acts, for getting payment from BHEL."

23. The contractor shall ensure compliance of EPF&MP Act 1952, by the subcontractors , if any engaged by the contractor
24. The contractor shall follow norms of BHEL security system for movement of men including bio-metric system & materials within the complex.
25. **The offers of the tenderer / bidders who are on the banned list and also the offer of the bidders who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site (www.bhel.com ---> Tender Notification - List of Banned Firms )**

26. Since the responsibility for the quality, workmanship and accuracy of any work being carried out under this contract lies with the contractor, the contractor should ensure that no work is done without the presence of contractor's representative at the work spot.
27. BHEL reserves its right to reject the offer on account of unsatisfactory past performance by the present tenderer / his group / group of companies / any member in the consortium in case of consortium in another project / sister unit awarded under different enquiry. The tenderer has to declare the facts of performance with his customers and their contact details with phone & e-mail ids in his letter head. BHEL reserves its right to cancel the tender without assigning any reason.
28. Bank Guarantee format and the list of consortium banks are enclosed for BG submission against Security Deposit
29. Tenderers are requested to furnish the duly filled in E format (attached as separate in the Qualification Bid) sheet along with a cancelled cheque leaf to accept Electronic Fund Transfer / R T G S transfer for any payment from BHEL, Trichy.
30. The works contract to be entered into with the successful tenderer will be governed by the BHEL Revised General Conditions of Contract in force.
- 31. The contractor should use only the materials of brand and quality as approved by BHEL.** All materials brought by the Contractor for incorporation in the work shall be got inspected and approved by the Engineer-in-charge before they are incorporated in the work.
32. To safeguard the persons working at height in roof, wall etc., sufficient number of Industrial Safety nets shall be provided at tenderer's cost in appropriate level and locations. The working hand including Supervisors, Engineers should wear the personal protective items and safety measures such as helmets, safety belts, shoes, etc., before entering into working place.
33. All safety measures are to be followed during execution of work, particularly during blasting and only licensed blaster should be engaged for this purpose. Sufficient care shall be taken by the contractor during excavation to avoid damages to the buried pipe lines, cables and other infrastructure like railway lines if any etc. Controlled blasting including muffling can be carried out with prior permission from safety department.
34. The tenderer shall carry out health performance test at his cost for all the workmen engaged in the work through a registered medical practitioner and produce certificate on demand.
35. The contractor should extend full co-operation to the other contractors who may be doing other works in the same areas to enable them to execute their portions of work without any delay or difficulty.
36. No advance / No mobilization advance will be given and the part-payment or advance for raw materials brought by the successful tenderer will not be paid. The payment for the finished items of works only will be paid after incorporating the required raw materials into the work, if any.
37. No Over Run Charges shall be applicable under any circumstances.
38. LD / Penalty clause is applicable as per General Conditions of Contract in force.
39. In all matters of dispute, the decision of General Manager BHEL, Tiruchirappalli 620 014 is final and binding on the successful tenderer

40. Any claim or dispute arising from the tender stage, till/after completion of the work under the terms and conditions stipulated in the tender document/contract agreement shall only be enforced or settled in the courts at Tiruchirappalli, TamilNadu only.
41. **Force Majeure clause:** If at any time during the continuance of this contract the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason, of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine, restrictions or acts of GOD (hereinafter referred to as events) then provided notice of happening of any such events is given by either party to other within twenty one days from the date of occurrence thereof neither party shall reason of such events be entitled to terminate this contract nor shall either party have any such non performance and delay is resumed as soon as practicable after such events has come to an end or ceased to exist. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason or any such event claims for extension of time shall be granted for period considered reasonable by BHEL subject to prompt notification by the tenderer to BHEL of the particulars of the events and supply to the BHEL if required of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed to be a waiver of time in respect of remaining deliveries.
42. The correspondence exchanged against the tender from both tenderer and BHEL through email are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business.
43. Any transaction pertaining to the tender from both the parties of business done round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the parties to the business.
44. In case Letter of Intent (LOI) is issued through email, the PC generated time and date of mail shall be construed as the official time and date of release of LOI. In as much as this date is within the last date of validity given by the bidder the LOI is said to have been issued within the validity period and shall be binding on both the parties to the business.
45. Tenderers participating in the tender should declare in their technical bid that whether they have been black-listed / kept on hold for a specified period / given Business holiday for a specified period by any Public sector undertaking or Government departments. The reasons for such action with details and the current status of such hold shall be clearly furnished to BHEL. If no such details are mentioned in the offer then it will be construed that the subject bidder is not under any such hold. But at a later date if it comes to the notice of BHEL about any such hold under enforcement on the subject bidder, BHEL will have every right to reject the offer of such vendors at any point of time and also under any stage of the finalisation of the subject tender irrespective of the status of the subject bidder in that tender. Such bidders will not be permitted to participate in the further tender proceedings and will be communicated suitably. They will not be also considered for any on going tenders even if participated till the hold is officially lifted and confirmed in writing.
46. If, in case of opening of price bids, when there is a Tie in the percentage rates quoted by the tenderers, the ranking will be decided based on Lot System, in the presence of the bidders who witness the price bid opening.

47. 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 the management about any fraud or suspected fraud as soon as it comes to their notice

#### 48. Deviations

The contractor shall not make any alteration in addition to or omission from the work as described in the tender documents except in pursuance of the written instructions of the Engineer-in-charge. No such deviation from the work described in the tender documents shall be valid unless the same has been specifically confirmed and accepted by the Accepting Officer in writing and incorporated in the contract.

The Accepting Officer may deviate either by way of addition or deduction, from the work so described, provided that the contract sum be not thereby varied on the whole by more than the percentage set out in the tender documents. The value of all addition and deductions will be added to, or deducted from the contract sum. Whenever the Accepting Officer intends to exercise such a right, his intention shall specify the deviations which are to be made, the lumpsum assessment or the proposed basis of payment, the extra time allowed, if any, and the date for completion of the entire contract.

Any objection by the Contractor to any matter concerning the order shall be notified by him in writing to the Engineer-in-charge within **Seven days** from the date of such order, but under no circumstances shall the work be stopped (unless so ordered by the Engineer-in-charge) owing to differences or controversy that may arise from such an objection. In the absence of such a notification of objection by the contractor, he will be deemed to have accepted the order and the conditions stated therein. In the event of the contractor failing to agree with the Engineer-in charge regarding the terms of the proposed deviation, the objection shall be referred to the Project Manager whose decision shall be final conclusive and binding on the Contractor.

#### 49. ARBITRATION & CONCILIATION

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions hereinbefore mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Executive Director / General Manager of BHEL and if ED is unable or unwilling to act, to the sole arbitration of some other person appointed by the ED / General Manager, willing to act as such arbitrator. The cases referred to arbitration shall be other than those for which the decision of the Manager / Senior Engineer / Engineer-in-charge is expressed in the contract to be final and conclusive.

There will be no objection if the arbitrator so appointed is an employee of B.H.E.L and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference.

The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, such Executive Director / General Manager as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

Subject as aforesaid the provision of the Arbitration & Reconciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

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

The arbitrator(s) may from time to time with consent of the parties enlarge the time for making and publishing the award.

The work under the Contract shall, if reasonably possible, continue, during the arbitration proceedings and no payment due or payable, to the Contractor shall be withheld on account of such proceeding.

The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the Parties fixing the date of first hearings.

The arbitrator shall give a separate award in respect of each dispute or difference referred to him.

The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

The award of the arbitrator shall be final, conclusive and binding on all parties to this contract.

In the event of disputes or differences arising between one public sector enterprise and a Govt. Department or between two public sector enterprises the above stipulations shall not apply the provisions of BPE office memorandum No. BPE/CL 001/ 76MAN / 2 (1.10) 75-BPE (GM-1) dated 1<sup>st</sup> January 1976 or its amendments for arbitration shall be applicable.

Except as provide elsewhere in this contract, in case amicable settlement is not reached between the parties, in respect of any dispute 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, then, either party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitrations of an arbitrator appointed by Head of the BHEL Unit /Region/Division issuing the contract .

The arbitrator shall pass a reasoned award and the award arbitrator shall be final and binding upon the parties.

Subject as aforesaid , the provisions of arbitration and conciliation Act 1996 (India) or statutory modification or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under the clause .The seat of arbitration shall be Tiruchirapalli , Tamil Nadu

The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to the arbitration in terms of clause, the Courts at Tiruchirapalli , Tamil Nadu 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 Contractors shall proceed with and continue without hindrance the performance of its obligation under this Contract with due diligence and expedition in a professional manner expect where the contract has been terminated by either party in terms of this Contract.

In case of contract with public sector enterprise (PSE) or a Government department, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either party for arbitration to the sole arbitrator in the Department of public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of public Enterprises. The arbitration and conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute ,provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the law secretary, department of legal affairs ,ministry of law and justice,

Government of India. Upon such reference the dispute shall be decided by the law secretary or the special secretary or Additional secretary when so authorized by the law secretary, whose decision shall bind the parties hereto finally and conclusively . The parties to the dispute will share equally the cost of arbitration as intimated by the arbitrator.

50. Tenders submitted by post should be sent “Registered Post with Acknowledgement due”. These should be posted with due allowance for any delay in postal delivery. Tenders received after the due date and time of opening, tenders are liable to be rejected

**51. Earnest Money Deposit:**

a) EMD is to be paid by tenderers for securing fulfilment of any obligations in terms of the NIT. Earnest Money is to be paid by each tenderer to ensure that the tenderer does not refuse to execute the work after it is awarded to him.

b) Rates of EMD shall be as under:

For works/ services costing upto Rs 10 Crs	2% of the estimated cost
For works/ services with costing more than Rs 10 Crs	Rs 20 lakhs plus 1% of the estimated cost over Rs 10 Crs

**c) Mode of Deposit:**

The EMD may be accepted only in the following forms:

- (i) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- (ii) Electronic Fund Transfer credited in BHEL account (before tender opening)
- (iii) Banker’s cheque/ Pay order/ Demand draft, in favour of BHEL ,Trichy (along with offer)

In case total EMD amount is more than Rs.20 Lakh, the amount in excess of Rs 20 lakh may be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.

**d) EMD by the Tenderer will be forfeited if,**

i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.

ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.

e) EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant “Guidelines on Suspension of business dealings with suppliers/ contractors” and forfeited/ released based on the action as determined under these guidelines.

f) EMD shall not carry any interest EMD of successful tenderer will be retained as part of Security Deposit

## 52. Security Deposit

- a. **The Security Deposit shall be collected from the successful tenderer. The total amount of security deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.**

**At least 50% of the required Security Deposit, including the EMD has to be furnished by the contractor before commencement of the work.**

**Failing which the recovery of interest will be made at prime lending rate of SBI plus 2% for the period of default.**

- b. **Security Deposit may be furnished in any one of the following forms:**

- i. **Cash (as permissible under the extant Income Tax Act)**
- ii. **ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL**
- iii. **Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL**
- iv. **Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)**
- v. **Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)**

**(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)**

- c. **Security Deposit can also be recovered at the rate of 10% of the gross amount progressively from each of the running bills till the total amount of the required Security Deposit is collected. However in such cases at least 50% of the Security deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.**

**(Note: In case of (a) small value contracts not exceeding Rs 20 lakhs or (b) SAS jobs, work can be started before the required Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit).**

**The Security Deposit shall not carry any interest**



**BHARAT HEAVY ELECTRICALS LIMITED**  
**TIRUCHIRAPPALLI – 14**  
**HUMAN RESOURCE MANAGEMENT**

**CIRCULAR**

No. BHEL: HR: WEL: MW  
Date: 03.02.2018

**ALL CONTRACT EXECUTING/AWARDING OFFICIALS**


Sub. : Minimum Wages Act 1948 – Fixation of Minimum rates of wages for the employment in “General Engineering and Fabrication Industry” – Reg.

Ref. : Tamil Nadu Gazette No. 1 dated 03.01.2018

Consequent upon the changes in the Basic Wages and Dearness Allowances payable under the Minimum Wages Act to those employed in “General Engineering and Fabrication Industry”, the Minimum Wages payable by the Contractors to their workmen engaged in the following categories would be as follows with effect from 01/01/2018:

Sl. No.	Category	Minimum Basic Wages per day	Minimum DA per day	Total Minimum Wages per day	Minimum Basic Wages per month	Minimum DA per month	Total Minimum Wages per month
1	Unskilled Worker	Rs.258.50	Rs.163.00	Rs.421.50	Rs.7755.00	Rs.4235.00	Rs.11990.00
2	Semi-Skilled Worker	Rs.271.00	Rs.163.00	Rs.434.00	Rs.8130.00	Rs.4235.00	Rs.12365.00
3	Skilled Worker	Rs.278.50	Rs.163.00	Rs.441.50	Rs.8355.00	Rs.4235.00	Rs.12590.00
4	Supervisor				Rs.7660.00	Rs.4235.00	Rs.11895.00

Contract Awarding / Executing Executives are requested to instruct contractors about the above changes in the Tamil Nadu Government Minimum Wages.

  
SDGM (HR-Welfare and Recruitment)

Cc:  
DGM/HR/PC/Chennai  
DGM/HR/PPPU/Thirumayam  
AGM/Finance  
GM/Finance  
AGM/HR  
GM/HR

KRISHNAVENI SEKAR  
Sr. DGM (HR - Welfare & Recit.)  
Bharat Heavy Electricals Limited  
Tiruchirappalli - 620 014.

# Specification of Items for Repair Work at Puthairam Park at BHEL Township, Trichy



## Item 01 - Wave Slide

Replacement of the sliding Piece with FRP chute – 3 sloping chute and one small horizontal chute – fixed to suit the existing structure. The connection between landing platform at top and sliding chute to be made smooth



**Item 02 – See Saw**

Replacement of the 4 Wooden Seat and one T shaped handle and fixed to suit the existing structure.



**Item 03 – Chair Type Merry Go Round.**

Replacement of the Bearing Shaft Unit and fixing the Merry Go Round and to make it functional



#### Item 04 - Wave Slide

Replacement of 3<sup>rd</sup> FRP sliding Piece from one piece of Item 01, Patch working on small horizontal chute and fixed to suit the existing structure. The connection between landing platform at top and sliding chute to be made smooth.



#### Item 05 – Duck Type Merry Go Round.

Replacement of the 4 FRP Duck and fixing on the Merry Go Round and to make it functional.



Item 06 –Tubular Slide  
Replacement of 4 FRP Long Chute with top Closure and Bottom one Piece and fixed to suit the existing structure. 12 Nos of Steps on the ladder also needs to be replaced. The connection between landing platform at top and sliding chute to be made smooth.



Item 07 – Family Swing.  
Providing Wooden Seating of Size 4 feet x 1 feet with back rest and supported by necessary chain and suitably clamping to the top bar of the existing frame. The frame to be checked for load capacity and it was earlier used as swing with a tyre hanging from centre



Item 08 – Spiral Slide.  
Patch work on the FRP chutes of the Spiral slide and making it fit for use. 11 Nos of steps on the ladder side needs to be replaced. The connection between landing platform at top and sliding chute to be made smooth



Item 9 – Duck Type Merry Go Round.  
Replacement of the 4 FRP Duck with foot rest on the existing frame and fixing on the stub shown in the figure with suitable bearing and to make it functional. The frame on which the duck is fixed is available.



Item 10 - Wave Slide  
Patch working on third FRP Chute and the small horizontal chute. The connection between landing platform at top and sliding chute to be made smooth.

## **Guidelines for Suspension of Business Dealings with Suppliers/ Contractors**

### **PREAMBLE**

In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers/ contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc. Suspension of Business Dealings could be in the form of "Hold" or "Banning" a supplier/ contractor or a bidder or an applicant for registration as a registered supplier. For this purpose, the following guidelines shall be followed across all BHEL units/ divisions/ regions (here in after referred to as Units). These guidelines are not exhaustive but enunciate broad principles governing action against such suppliers/ contractors.

### **SCOPE**

**a.** For the purposes of these Guidelines, Company means the Bharat Heavy Electricals Limited.

**b.** These Guidelines will be applicable to Supplier (which will include vendors, suppliers and contractors) i.e. to say:

i. An entity that has applied for registration in any Unit of the Company for any material/service category.

ii. A bidder in a tender notified by the Company;

iii. An entity which has been awarded a contract.

**Note:** The term "Tender" or "Contract" referred to in sub-clause (ii) and (iii) as above, refers to tender or contract notified or awarded, as the case may be, by the Company.

**c.** Any action under these Guidelines shall be without prejudice to all remedies available under the contracts with the Suppliers or other legal provisions.

**d.** If a Supplier, who has participated in a tender/ entered into a contract with BHEL as an Agent/ Trader/ Dealer/ Stockist/ Distributor/ Channel partner etc. (hereinafter referred to as Agent) of an identified Principal/ OEM/ Mills/ Works/ Plants (hereinafter referred to as Principal) for that bid/ contract, then action as per these guidelines can be undertaken against the Principal as well as Agent as appropriate.

**e.** In case of the supplier being a Sole Proprietorship firm or a Partnership firm, action under these Guidelines shall be taken against both

i. The Sole Proprietorship firm and the Sole Proprietor; or, as the case may be;

ii. The Partnership firm and all the partners thereof.

Accordingly, action will be taken under these guidelines against any other Sole Proprietorship firm owned by the same Sole Proprietor. Similarly action under these guidelines will also be taken against another Partnership firm comprising of the same or some of the same Partners (but not including any new Partner) or a Sole Proprietorship firm owned by the same Partner(s).

**f.** In respect of consortiums and unincorporated Joint Ventures/ Association of Persons (AOP)/ Body of Individuals (BOI), action under these guidelines shall be taken against the defaulting consortium partners and defaulting members of the unincorporated Joint ventures/ Association of Persons (AOP)/ Body of Individuals (BOI).

## 1.0 Suspension of business dealing with Suppliers

The following category of suspensions have been provided in these guidelines depending upon the gravity of the omission or commission by the Supplier.

- a) Hold within the unit for specific item(s)/ material category(ies)/ type of work(s) for one year.
- b) Hold within the unit for all item(s)/ material category(ies)/ type of work(s) for two years
- c) Banning across BHEL for all items/ material category(ies)/ type of work(s) for three years.

The Supplier may be either put on hold or banned, as detailed hereinafter on the basis of one or more of the category wise reasons as enumerated hereunder:

### 1.1 Hold

#### 1.1.1 Hold within the unit for a specific item(s)/ material category(ies)/ type of work(s) shall be imposed in the following cases, if

- I. in the last three consecutive supplies of a specific material category, average quality rating, as provided in the supplier performance rating (SPR) as per SEARP, falls below 80% of the quality weightage. This is irrespective of supplies against PO(s) having single/ multiple delivery schedules.

*Note: Not applicable in cases for erection works of Power Sector Regions, where separate guidelines for evaluation of capacity of bidders is being followed.*

- II. Two consecutive delays, for reasons of delay attributed to the Supplier, in execution of the contracts where delay occurred is such that
  - a) prescribed maximum LD time limits of the contracts is exceeded or
  - b) delay period has equaled/ exceeded half the original delivery period specified in the contracts whichever among the above is earlier.

III.

- a) Overall SPR (Supplier Performance Rating) in that particular Unit in line with SEARP falls below 60% of the specific material category.
- b) Bids of contractors (in PS-MSX portal) shall not be considered (if average score of last six months falls 60% or below as per guidelines for evaluation of capacity of bidders formula).

Note: – for (b), No specific period of hold shall be applicable.

- IV. Supplier works are under strike/ lockout for a period of more than three months.

#### 1.1.2 Hold within the unit for all item(s)/material category(ies)/ type of work(s) shall be put in the following cases, if

- i) Supplier tampers with tendering procedure affecting ordering process.
- ii) Supplier has misused BHEL documents/ drawings/ technical information or has breached the confidentiality agreement with BHEL.
- iii) after placement of order, Supplier fails to execute the contract.

iv) within warranty period as per contract, Supplier continues to supply low/ less/ non-performing equipment/ services, repetitive failures, remains non-responsive.

v) Wherever risk purchase clause (amounting to more than 5% of contract value) has been invoked.

## **1.2 Banning across BHEL shall be imposed in following cases, if**

### **1.2.1**

i) After price bid opening but before placement of order, Supplier withdraws his offer or varies it in any manner within the validity period.

ii) Supplier is found to be responsible for submitting fake/ false/ forged documents, certificates, or information or misrepresentation/ wilful suppression of facts, or has resorted to unethical, illegal means.

iii) In spite of warnings, the Supplier persistently violates or circumvents the provisions of labour laws/ regulations/ rules or other statutory requirements.

iv) Supplier is found to be involved in cartel formation or in any other act so as to influence the bidding process or influence the price.

v) The Supplier has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage, coercion etc.

vi) The Supplier is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings.

vii) Supplier is found to have obtained any internal information/ documentation of BHEL by unauthorized means.

viii) The foreign Principals along with the representing Agent shall be banned together if information submitted by them about their precise relationship, commission/ remuneration etc. payable/ receivable and other particulars as asked by BHEL, as per the extant guidelines regarding dealing with Agents of Foreign Suppliers is found false/ incorrect, at any stage.

ix) Supplier has substituted, damaged, failed to return, or unauthorizedly disposed off free issue materials/ tools etc. of BHEL.

**1.2.2** A Supplier can also be banned with the approval of Director (E, R&D) provided a direction to this effect has been received from the administrative ministry of the Government.

**2.0** Reason(s) for putting a Supplier under hold/ ban as above are only illustrative and not exhaustive. Depending upon the gravity, the competent authority may decide to put a Supplier under hold/ ban for any other adequate and sufficient reason.

## **3.0 Procedure**

**3.2)** If prima-facie evidence or sufficient grounds exist for suspension, a 'show-cause notice' shall be issued to the Supplier giving a notice period of 15 days.

### **3.4) Interim Suspension:**

In appropriate cases for justifiable reasons, fresh enquiries (including consideration of existing offers) can be stopped by the Unit from the date of issue of show-cause notice pending final decision. In case a Supplier submits a representation requesting for lifting of the Interim Suspension, then, the same shall be considered.

**Note:** Amongst others, in cases where recommendation for suspension of a supplier has been received from CBI/ Vigilance or any other investigating agency or the cases covered under clause 1.1.1 i), the supplier may be immediately put on Interim Suspension for all fresh enquiries in the concerned unit pending final decision.

**3.6)** If no response to the show cause notice is received from the Supplier within 15 days, BHEL may decide to recommend suspension of business dealings or otherwise on the basis of the available evidence on record.

**3.7)** If the Supplier responds, BHEL will consider the reply.

**3.8)** Personal hearing would be provided to the Supplier, if so requested by the Supplier or if so required. The minutes of the discussions shall be signed immediately with the supplier after conclusion of such discussions. In case, the supplier does not sign the minutes or, as the case may be, does not attend the personal hearing, then, record notes of discussion shall be issued to the Supplier on the same day duly recording such facts.

**3.10)** In case more than one act or omission is alleged to have been committed by the Supplier, then, the case shall be dealt with for all such acts or omissions together as a case of higher category of suspension (as applicable). The suspension to be imposed on the Supplier will be as per the highest category of act or omission that is/are established ultimately.

**3.11)** The onus shall be with the Supplier to inform BHEL regarding the corrective/ preventive actions taken to address the reasons which has led to its suspension and the hold/ ban will not be lifted automatically after the period mentioned in the order.

**Note:** In cases of Fraud (as defined in the Fraud Prevention Policy available at [www.bhel.com](http://www.bhel.com)), unit may also consider appropriate action as per BHEL's Fraud Prevention Policy. In addition, if misappropriation/ forgery is established, unit to consider filing of police complaint/FIR.

**4.0** The suspension order shall become effective from the earlier of the following events:

a) the date of its issuance;

Or,

b) In case fresh enquiries have been put on Interim Suspension as stipulated in para 3.4 then, from the date when the Interim Suspension was implemented.

### **5.0 Contractual obligations:**

#### **5.1 Treatment of Contracts with Suppliers in Hold cases (applicable for the user unit only):**

**5.1.1** Contracts already entered into with a Supplier before the date of issue of the order of Hold shall not be affected.

**5.1.2** Depending upon the type of hold, in ongoing cases where Techno-commercial Bids are under evaluation and any of the participant Supplier has been put on Hold, then the tender may be processed excluding the bid

of that Supplier. However, if Price Bid has been opened and that Supplier happens to be L-1, then re-tendering is to be resorted to, excluding the Supplier.

**5.1.3** The case of running framework agreement (FA) where multiple POs are placed against a single FA and if the Supplier has been put on hold, further purchase orders against this FA are not to be placed on the Supplier during the period of hold depending on the type of hold.

**5.2 Treatment of Contracts with Suppliers in Ban cases (applicable across BHEL):**

**5.2.1** All existing contracts with the banned Supplier shall normally be terminated by BHEL. Once the order for banning is passed, existing offers/ new offers of the Supplier shall not be entertained.

**6.0 Lifting of Suspension**

Lifting of suspension will not be automatic on completion of specified period as causes for putting on suspension should be removed/ addressed before lifting of suspension. The Supplier, under suspension may submit explanations to the initiating unit regarding corrective/ preventive actions taken by him.

9.0 List of banned Suppliers shall be hosted on BHEL's website.

12.0 Registration of banned supplier shall be deemed to have been cancelled automatically. Supplier once banned shall have to seek fresh registration in the respective BHEL unit(s) on lifting of ban.

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

**BANK GUARANTEE FOR SECURITY DEPOSIT**

1. THIS DEED OF GUARANTEE made this..... day of .....(month).....(year)  
By .....( Bank 's full address) in favour of M/s Bharat Heavy Electricals Limited, Unit : Thiruverumbur, Tiruchirapalli 620 014, having its Registered Head Office at BHEL House, Siri Fort , New Delhi 110049.
  
2. **WHEREAS M/s Bharat Heavy Electricals Limited (hereinafter called the "COMPANY")**  
have placed work order(s) which are pending as on date and also proposes to place further work order(s) ) (hereinafter called the "CONTRACT") upto..... (Date) for fabrications/ for machining/supply of pressure and non – pressure parts with M/s.....(CONTRACTOR'S Full address) (hereinafter called the "CONTRACTOR /SUPPLIER") and as per the terms of the contract, the company has issued /proposes to issue raw materials to the contractor to enable them to complete the work.
  
- 3.AND WHEREAS one of the conditions for placing such contract(s) is that the Contractor/ Supplier shall provide the Company a Bank Guarantee for Rs. ....in lieu of cash and towards the security deposit for the raw materials supplied and to be supplied, in pursuance of the contract(s) already placed but pending as on date and the contract(s) to be placed from time to time upto ..... (Date) and also for the satisfactory performance and completion of work/supply as per the terms and conditions of the said contract(s).
  
- 4.AND WHEREAS the Contractor/ Supplier..... approached the ..... (Bank) and at their request and in consideration of the arrangement arrived at between the said Contractor / Supplier ..... and the said Bank,
  
5. We .....(indicate the name of the bank with full address), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement or by the reason of the contractor(s) 'failure to perform' the said agreement. 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.\_\_\_\_\_.
  
6. We..... (Bank) , further assure that the Contractor/ Supplier shall be responsible for the safe custody and protection of the raw materials that have been supplied/and to be supplied by BHEL under the contract(s) already placed but pending as on date and to be placed upto .....(date) against all risks till they are delivered back as finished products to BHEL as per the terms and conditions of the Contract or as they may direct and until such time, the Contractor/ Supplier shall hold the raw materials in trust for BHEL and shall not alienate the same in any manner whatsoever by way of sale or mortgage or charge or hypothecation etc. in favour of any one else including the bank herein or any other banks /financial institutions etc.

CONTRACTOR

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ACCEPTING OFFICER

The raw materials shall always remain the property of BHEL and the Bank shall indemnify BHEL against the loss, damage or deterioration whatsoever in respect of the said raw materials while in the possession of the Contractor/Supplier. The raw materials of BHEL shall always be open for inspection by any Officer authorised by BHEL. The liability under this Guarantee is a continuing one covering all contracts already placed but pending as on date and to be placed up to.....(date) and should any loss or damage occur on account of the breach of the terms and conditions of the said contract(s) by the Contractor/ Supplier or should any surplus raw materials become due to the Company under the Contract(s) and remains undelivered by the Company, the Bank shall indemnify the Company for the loss /damage for the value of raw materials for Rs...../- (Rupees .....Only) and this is without prejudice to any other remedies which may be otherwise available to the Company by deduction from any sum due or any sum which at any time hereinafter become due from the Contractor/ Supplier under this or any other Contract(s).

7. We undertake to pay unconditionally to the Company any money so demanded notwithstanding any dispute(s) raised by the Contractor in any suit, or proceedings pending before any Court or Tribunal or Arbitration or before any other authority relating thereto our liability under this present being absolute and unequivocal. The payment under this guarantee would not wait till the disputes have been decided by any Court or Tribunal or in the arbitration proceedings or by any other authority. The payment so made by us under this Bond shall be a valid discharge of liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.
8. We.....( indicate the name of 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 Agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_ Office / Department/ Division of the Company certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
9. (i) 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. But where such claim or demand has been preferred by the Company with the Bank before the expiry of the said date, the claim shall be enforceable notwithstanding the fact that the said enforcement is effected after the said date.
- (ii) For the purpose of this clause, any letter making demand on the Bank by M/s. BHEL dispatched by Registered Post with Ack.Due or by Telegram or by any Electronic media addressed to the above mentioned address of the Bank shall be deemed to be the claim / demand in writing referred to above irrespective of the fact as to whether and when the said letter reaches the Bank, as also any letter containing the said demand or claim is lodged with the bank personally.
10. We .....(indicate the name of Bank), further agree with the company that the Company 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 agreement 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 Company against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement 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 company or any indulgence by the company to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating would but for this provision have effect of not so relieving us.

11. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
12. It shall not be necessary for the company to proceed against the contractor before proceeding against the guarantor-bank and the guarantee herein contained shall be enforceable against them notwithstanding any security, which the company may have obtained or obtain from the Contractor shall, at the time when proceedings are taken against the guarantor hereunder be outstanding or unrealised.
13. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Tiruchirapalli.
14. The guarantor hereby declare that it has power to execute this guarantee and the executant has full powers to do so on its behalf under the proper authorities granted to him/them by the the guarantor.
15. We .....(indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the company in writing.

In witness whereof we....., (indicate the name of Bank) have hereunto setout Bank Seal the \_\_\_\_\_ day  
\_\_\_\_\_ month 200

**Bank Phone No.**  
**Bank e-mail ID**  
**Bank FAX No**

The Bank Guarantee bonds (BG) are to be submitted on non-judicial stamp paper of Rs. 100/- and should be only from any one of the below mentioned Banks in India.

**LIST OF CONSORTIUM BANKS IN INDIA**

(as on 15.12.2011)

<b>List of Consortium Bank</b>			
	<b>Nationalised Bank</b>		<b>Nationalised Bank</b>
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank		<b>Public Sector Banks</b>
3	Bank of Baroda	20	IDBI
4	Canara Bank		<b>Foreign bank</b>
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		<b>Private bank</b>
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

**(1) It should be typed in the Rs. 100 value of stamp paper.**

**(2) It should be signed by TWO bank officials with Rubber stamp containing names & employee numbers of bank officials.**

**(3) It should be submitted with bank covering letter with sign and seal of the bank official.**

## TERMS AND CONDITIONS REGARDING COMPLIANCE WITH VARIOUS LABOUR LAWS BY THE CONTRACTORS FOR BHEL

1. The Contractor shall not employ in connection with the work any person who has not completed 18 years of age.
2. The Contractor shall in respect of labour employed by him either directly or through subcontractors, comply with or cause to be complied with the following statutory provisions and rules and in regard to all matters provided therein.
  - a) The Contract Labour (Regulation & Abolition) Act 1970 and the related Tamil Nadu Rules.
  - b) The Minimum Wages Act 1948 and the related Tamil Nadu Rules.
  - c) The Payment of Wages Act 1936 and the related Tamil Nadu Rules.
  - d) The Factories Act 1948 and the related Tamil Nadu Rules.
  - e) The Employee's Provident Fund & Miscellaneous Provisions Act 1952.
  - f) The Employees State Insurance Act 1948.
  - g) The Workmen Compensation Act 1923.
  - h) The Industrial Disputes Act 1947.
  - i) **The Payment of Bonus Act 1965.**

and any other law or modifications to the above or to the Rules made thereunder from time to time.

### REGISTRATION AND LICENSING

3. Every Contractor shall register his name with the Welfare Section of BHEL before taking up the work awarded to him by giving the following information and getting a Code Number :
  - a) The Name of the Contractor
  - b) Nature of Contract Work
  - c) Period of work
  - d) Number of maximum labour employed by him on any one day
  - e) License No. & Date (Applicable in case of contractor employing 20 or more workers)
  - f) Whether enrolled for PF, ESI, etc., and enrolment No.

This information is called for, for the purpose of informing the Inspectorate of Factories whenever they call for information regarding contracts.

4. The Contractor employing 20 or more workmen is required to obtain license from the authorities ( The Deputy Chief Inspector of Factories / Assistant Commissioner of Labour as the case may be ). The license shall be amended and / or renewed wherever, there is an increase in the workmen employed by him or in the event of contract being extended or renewed. The Contractor shall inform the licence number to the BHEL Management before taking up the work.
5. The Contractor (Licensed or unlicensed) shall promptly furnish every information and document required by BHEL authorities for the purpose of fulfilling their obligations as Principal Employer and / or Occupier of the Factory and shall render all necessary assistance for the same.

## WAGES

6. The tenderer has to ensure payment of Minimum Wages as per Tamil Nadu State Minimum Wages as applicable under law from time to time.

The labourers engaged in this contract shall be paid additional payment as mentioned below in addition to the payment of Minimum wages as stated above.

- |                                |                    |
|--------------------------------|--------------------|
| a) Unskilled Worker            | Rs. 3200 per month |
| b) Semi-skilled Worker         | Rs. 3700 per month |
| c) Skilled Worker / Supervisor | Rs. 4100 per month |

Also the labourers shall be paid a minimum bonus which shall be 8.33% as per the payment of Bonus Act 1965 for the total wages paid (i.e) Payment of minimum wages and additional payment as mentioned above.

The Contractor shall have to remit EPF & ESI contributions at the rates applicable under law to the authorities concerned for the total wages paid (i.e) Payment of minimum wages and additional payment as mentioned above.

At present the Tamil Nadu State Government Minimum wages declared is enclosed for your reference ( Ref. Page No.15). Normally the revision will be with effect from 1st April of every year. Tenderers are requested to quote their offer after taking into account of the above factor also.

7. The Contractor shall fix wage periods in respect of which wages shall be payable. No wage period shall exceed one month.
8. The Contractor shall ensure payment of wages to the contract labour employed by him within three days from the end of wage period in case the wage period is one week or a fortnight and in all other cases before 10<sup>th</sup> day of the following month.
9. All Payment of wages shall be made on working days at the work site and during the working time and on date notified in advance. In case the work is completed before the expiry of the wage period final payment shall be made within 48 hours of the last working day.
10. Where the employment of any worker is terminated by or on behalf of the Contractor, the wages earned by him shall be paid before the expiry of the second working day from the day on which his employment is terminated.
11. Wages due to every worker shall be paid to him direct or to the person authorized by him in this behalf. All wages shall be paid in current coin or currency in both.
12. The Contractor shall ensure the disbursement of wages in the presence of such authorized representative of BHEL Management.
13. The above payment shall be verified by the authorized officer / representative of BHEL with the following certificate of the payment sheet "Certified that the amount shown in Column No..... has been paid to the workmen concerned in my presence on .....at....."
14. A certificate of payment shall be furnished in duplicate by the Contractor to the Engineer in charge each month in Form 'A'.

15. A notice showing the wage period and the place and time of disbursement of wages shall be displayed at the place of work and a copy to be sent to the Welfare Department by the Contractor under acknowledgement.
16. Notices showing the rate of wages, weekly rest days, hours of work, wage period, date of payment of wages, names and addresses of the Inspector having jurisdiction, the date of unpaid wages shall be displayed in Tamil and English in conspicuous places at the establishment and at work site by the Contractor. The Contractor shall inform the BHEL Management every month the details of contract labour engaged for contract in this following form :
- a) Serial Number
  - b) Location
  - c) Period of work
  - d) No. of contract labour engaged during the month
  - e) No. of days worked
  - f) No. of men worked
  - g) Wages paid to workers
- The above statement shall be furnished to BHEL Management at the end of every month.

#### **REGISTERS AND RECORDS AND COLLECTION OF STATISTICS**

17. The following documents / formats under Contract Labour ( Regulation & Abolition ) Act 1970 and Tamil Nadu Rules thereunder shall be maintained by each contractor.
- a) Register of persons employed by the Contractor
  - b) Employment Card
  - c) Service Certificate
  - d) Muster Roll, Wage Register, Deduction Register, Wage slip, Overtime Register, Register of Fines, Register of Advances etc.,
18. The Contractor shall display the abstract of the Contract Labour (Regulation&Abolition ) Act and the Rules thereunder both in English and Tamil.
19. Half yearly Return shall be sent by the Contractor in duplicate to the Licensing Officer.
20. The Contractor shall submit the returns required under the Contract Labour (Regulation & Abolition ) Act 1970 periodically to BHEL Management.
21. The Contractor shall without fail give upto date information in writing of the attendance of the workers employed by him.
22. The Contractor shall ensure that his workers keep and produce their Employment Card when coming to duty and take them back when leaving duty.
23. All the above registers and records shall be preserved in original for a period of three years. All the registers, records and notice maintained under the Act and rules shall be produced on demand by Inspector or any authority under the Act.

#### **WORKING HOURS AND WORKING CONDITIONS**

24. No worker shall be required or allowed to work on Sunday unless he has or will have a holiday on anyone of the three days before or after the said day.

25. The Contractor shall inform BHEL Management in the prescribed form details of the contract workers scheduled to work on Sunday, the day of rest and also indicate the substituted holiday in lieu thereof. This shall be intimated two days in advance before his workmen are booked for work on Sunday.
26. The contract labour working for more than nine hours in any day or for more than 48 hours in any week shall be paid wages at the rate of twice the ordinary rate of wages in accordance with the provisions of Sections 59 of the Factories Act 1948.
27. The Contractor shall provide all safety devices and personal protective equipment to his workmen at his own cost and shall ensure that his workmen wear / use such devices or equipment provided to them while doing the work and there should not be any relaxation on this.
28. The Contractor shall give four paid National Holidays to his workers, viz., 26<sup>th</sup> January, 1<sup>st</sup> May, 15<sup>th</sup> August and 2<sup>nd</sup> October.
29. The Contractor shall ensure that his workmen vacate the premises after the shift is over.
30. The Contractor shall give leave with wages to his workmen who have worked for a period of 240 days or more in the Factory premises during a calendar year. This leave shall be allowed during the subsequent calendar year at the rate of one day for every 20 days of work performed by the worker during the previous calendar year. The worker whose services commences on a day other than the first of January shall be entitled to leave with wages at the above rate (One day for every 20 days of work) only if he had worked for a minimum of 2 /3 of the total number of days in the remainder of the calendar year. This leave will be admissible only during the subsequent calendar year.
31. No woman worker shall be required or allowed to work in the Factory except between the hours of 6.00 A.M. and 7.00 P.M.
32. The Contractor shall comply with the provisions relating to Welfare and Health facilities as provided in the Contract Labour (Regulation and Abolition) Act 1970 read with the Tamil Nadu Contract Labour Rules 1975.

#### **NOTICE OF ACCIDENTS**

33. Notwithstanding anything contrary to this, in the event of accident the contractor shall be required to fill injury report and submit the Engineer in charge immediately and ensure the compliances of ESI / Workmen's compensation Act, Factories Act and Rules made thereunder. He shall also maintain a register of accident as per the Act.
34. The Contractor shall get the contract labour engaged by him insured under Workmen's Compensation policy from General Insurance Corporation of India before actually starting the work of contract. The insurance coverage should be for the entire period of Contract. The Contract shall comply with the provisions of the Workmen's Compensation Act 1923. (This should be read in conjunction with the provisions of ESI Act )

#### **COVERAGE UNDER THE ESI ACT / PF AND MISCELLANEOUS PROVISIONS ACT**

35. The contractor shall ensure that all his workmen are covered under the Employee's State Insurance Act and produce to BHEL such Registration Number / Enrolment Number before

executing the contract work.

36. The Contractor shall regularly pay the amount of contribution. i.e., employer's contributions as well as employees' contribution pursuant of the above scheme as fixed from time to time. The Contribution payable presently is 1.75% wages to be recovered from his workmen and 4.75% of wages to be contributed by the Contractor. Contributions recovered from employee and contribution made by the contractor may be rounded to the next higher multiples of five paise.
37. The Contractor shall take note of any amendment that may be brought forth in the above contribution rate and act accordingly.
38. The contractor shall ensure that his workmen are covered under the EPF & Miscellaneous Provisions Act 1952 and accordingly produce to the BHEL Management the registration / enrolment number before awarding of contract work. As per the existing provisions every worker shall be entitled and required to become a member of the fund. The employee's contribution payable at present is 12% of wages which will be recovered by the contractor from the wages of his workmen and the contractor should pay equal contribution. The contractor is also liable to pay any administrative charges in this behalf that may be decided from time to time. It will be the responsibility of the contractor to ensure such contribution payable in respect of workmen employed through sub-contractors also.
39. The Contractor shall take note of any amendment in the rate of contribution payable under the scheme from time to time.
40. The Contractor shall within seven days of the close of every month submit to BHEL a statement showing the amount of contribution payable / paid for employees engaged by him or through him and shall also furnish to BHEL such information as Principal Employer is required to furnish under the provisions of the ESI Act and PF as well as the schemes made thereunder to the authorities concerned.
41. Whenever any sum of money is found to be recoverable from or payable by the contractor under the above Act, the sum shall be deducted from any sum that may be due or which at any time thereafter may become due to the Contractor under this contract or under any other contract or from his security deposit. In case the recoveries are not sufficient to satisfy the claim, the contractor shall pay the balance thereof on demand. In case any recoveries are made under this clause from security deposit, the contractor shall immediately thereafter pay such further sums as may be required to replenish the shortage caused by such recoveries in amount of security deposit.
42. The Contractor shall abide by all the labour and other laws applicable to contract labour / worker under this contract and shall at all times keep BHEL indemnified against all losses, claims, prosecutions under any law.
43. In case of non-compliance of any of the provisions of the Acts and in case BHEL having complied with the same, BHEL will be entitled to recover the same from the contractor / sub-contractor.
44. Non-exercise of any of the powers or rights available to BHEL hereunder or under any law, shall not in any way operate as waiver thereof.

Note : The Specimen forms for the following are available in BHEL.

- 1) Form 'A' - Payment Certificate
- 2) Form IV - Application for License
- 3) Form XIII - Register of Workmen employed by contractor
- 4) Form XIV - Employment Card
- 5) Form XV - Service Certificate
- 6) Form XVI - Muster Roll
- 7) Form XVII - Register of wages
- 8) Form XIX - Wage slip

## **GENERAL SAFETY PRECAUTIONS TO BE FOLLOWED AT WORK SITE DURING EXECUTION**

The following safety measures should be strictly adhered to during execution of works at sites.

1. Providing the working platform with toe board and handrail for continuous working at heights.
2. Providing safety belt and life line at all times for men working at heights.
3. Providing dust or fume respirator in places where dust and fume concentration exists.
4. Providing goggles and welding screens.
5. Providing acid and alkali proof rubber gloves for handling acid and alkali and chemical which are corrosive.
6. Providing rubber gloves for working on electrical works.
7. Ensuring proper lashing of the components while being transported in vehicles.
8. The vehicles must have side supports or have body to support the materials conveyed.
9. The materials should not be allowed to extend or overflow the sides of the vehicles.
10. Materials should not be allowed to overhang from the rear edge of the body of the vehicle.
11. Driver of the vehicle must possess license.
12. Vehicle must not be overloaded prescribed limits.
13. Red flags and lights for parts projecting from the body of vehicle must be provided.
14. The speed restrictions within the factory premises must be strictly adhered to.
15. The gas cylinders must be always handled on trolleys or kept tied down not in use. They should never be rolled as Roller for conveying.
16. Cylinders should not be used without regulators.
17. All excavations must be barricaded and red lamps must be provided.
18. All electrical connections must be properly earthed.
19. No work should be taken up for execution inside shop floor, without obtaining necessary work permit.
20. Providing helmet, safety belt, etc., for high level work and sufficient number of Industrial Safety nets at appropriate level to safeguard the persons working at high level particularly nin trusses, girders, roofing etc., of industrial and high roof buildings.
21. The contractor should maintain a register regarding the driver license particulars.
22. All personal protective equipment conform with standard specification as per the details given in the code of conduct.

Contractor including their sub contractors, agents and labour engaged on the work are required to scrupulously adhere to the safety regulations, safety precautions and measurers. Any violation thereof will invite punitive action being taken against them. Also contractors with frequent violations of safety regulations will not be entrusted with further work in this organization.

**CONTRACTOR**

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**ACCEPTING OFFICER**

## **SAFETY PRECAUTIONS TO BE OBSERVED WHILE TRANSPORTING MATERIALS**

### **I. VEHICLE**

1. Vehicles carrying material should have proper registration documents and must be produced on demand by our Security Staff.
2. The light on right side, i.e., over the drivers cabin shall be in working condition.
3. Both the head lights as well as park lamps must be in working conditions.

### **II. MOVEMENT OF VEHICLE**

1. The vehicle should not travel at more than 20 km.ph in our premises.
2. The Driver of the vehicle must possess heavy duty licence and produce on demand by the Security Staff.
3. Vehicles carrying inflammable liquids in the tank containers should have grounding chain or the tank should be coated with insulating material also to avoid Static Electricity.
4. In road junctions, speed breakers and railway crossing, the speed should be lowered and vehicle should proceed cautiously.
5. The driving should 'KEEP TO THE LEFT' at all places.
6. The vehicle should not be parked in road which could obstruct the vehicular traffic.
7. No person other than driver should be allowed to sit or stand on the prime mover or trailer.
8. The vehicle should pass only through the approved routes. Short cuts should be forbidden.
9. There must be a safe distance behind another moving truck.
10. The driver should avoid making quick starts, jerky stops or quick turns at excessive speed.

### **III SHIPPING**

1. Strong side supports should be provided on both sides of the trailer. The side supports should be fixed in such a way that it cannot be removed even temporarily.
2. Adequate packing must be given for easy slinging operation. The packing materials should be good enough to withstand the load.
3. The stacking of loads in the truck should be evenly placed. The load should not be heaped together or dumped over the chassis.
4. The loaded materials should be fastened tightly with 'WIRE ROPE'. Manila rope or coir rope should not at all be used. There must be side packing such as gunny or rubber tyre between the sharp edge of the job and wire rope in order to avoid cut in the wire rope.
5. There must be minimum two fastenings and it should be more in case of lengthier loads.
6. The wire rope should be in sound conditions i.e, there should not be links, knots or bristles etc.,
7. The wire rope ends should be clamped with 'U' clamps.
8. The load on the truck should not be beyond its standard capacity. The carrying capacity must be clearly marked on the trailer also.
9. The loose pieces should be bundled before loading on the truck.
10. There must be red flags or red lamps for the lengthy loads which extend beyond chassis.
11. The load should not be over hanging more than 3 ft. from the end of the body.
12. The materials should not be stacked too high to avoid hitting against live electric lines.
13. While transporting the scraps, there must be wire knitting cover to prevent falling of scrap.

### **IV GENERAL**

The vehicles should not be moved directly inside the production building in case the materials are to be unloaded there. But the vehicle should be parked outside the building and the driver should ascertain the passage as well as the unloading points with the help of shop officials. This will avoid the congestion of blocking of traffic in the gangway.

The contractor should engage Technical persons and Workmen with the following qualifications for works as detailed below and the contractor shall carry out the Health Performance check at his cost for the workman engaged in the work through a registered medical practitioner and produce the certificate on demand.

CHECK FOR HEALTH PERFORMANCE

Sl. No.	Activity	Hazard	Exposure Consequence	Check for	Periodicity
1	Concrete Dismantling	Emission of Dust & Noise	1	Lung function	Once in a Year
2	Concrete Mixing	Emission of Dust & Noise	1	Lung function	Once in a Year
3	Painting	Emission of Dust & fumes	1	Lung & throat function	Once in a Year
4	Cutting & Welding	Emission of fumes and gas. Exposure to Live wire	3	Eyes & Lung function	Once in a Year
5	Working on AC sheets	Emission of Dust	3	Lung function	Once in a Year
6	Sweeping of Roads	Emission of Dust	2	Lung function	Once in a Year
7	Collection and disposal of Sanitary waste	Foul smell & susceptibility to disease.	3	Lung function and skin irritation	Once in a Year
8	Handling of Oxygen & Acetylene Cylinders	Leakage of gas	4	Throat irritation	Once in a Year
9	Cleaning of Manholes	Exposure to poisonous gas	4	Suffocation	Once in a Year
10	Cleaning of Overhead tank	Emission of Dust	1	Suffocation & skin irritation	Once in a Year

NOTE: Exposure Consequence

- 1.Slightly harmful
2. Harmful
- 3.Very harmful
4. Extremely harmful

CONTRACTOR

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ACCEPTING OFFICER

**SCHEDULE 'A'**

**LIST OF WORKS AND PRICES**

**NAME OF WORK:** Repair & Renovation of existing facilities at Puthayiram Poonga Park located in BHEL Township, Kailasapuram, Trichy – 14

DETAILS & QUANTITIES of each item of work shown in the BILL OF QUANTITIES are only approximate. They are given as a guide for the purpose of tendering only and are liable to variation and alteration of the Competent Authority. The work under each item as executed shall be measured and priced at the corresponding rate quoted by the contractor in the BILL OF QUANTITIES

Sl.No.	Description of work / supplied	Total amount of work / supplies (in figures and words)		Period of contract
		Rs.	Ps.	
1.	Repair & Renovation of existing facilities at Puthayiram Poonga Park located in BHEL Township, Kailasapuram, Trichy – 14	<b>Rs 2.02 Lakhs/-</b>		<b>1 Month</b>

**BILL OF QUANTITIES**

Sl. No.	Appx. Qty.	Description of work	TNBP No.	Rate (Both in Unit fig & Words	Amount	
					Rs.	Ps.

**AS PER SEPARATE SHEETS ATTACHED SHEETS IN  
PRICE BID**

CONTRACTOR

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ACCEPTING OFFICER

## ‘SCHEDULE B’

1. The following materials will be issued FREE of cost to contractor at BHEL Stores / Stock yard if specified in the BOQ and specifications.

SI.No.	DESCRIPTION	PLACE OF ISSUE
1	NIL	
2		

2. It will be the responsibility of the Contractor to submit his demands for the above stores in writing atleast seven days in advance of the actual requirement.
3. Issue of Stores is subject of the availability at the place of issue cited above, items of stores to be issued by BHEL which are not available at the time of indenting by the contractor may be supplied by BHEL after necessary procurement. The contractor shall not be entitled to any claim of compensation for delay in the supply of stores by BHEL under any circumstances.
4. The materials will be issued only during the working hours of the BHEL Stores Department ( 8.00 a.m. to 4.30 p.m. ). Contractor shall have to transport them to the site of work at his own cost as soon as they are issued to him.
5. The steel materials if issued will be in random lengths and sizes as stocked by the BHEL and the cost of all cutting, conversion, substitution and fabrication as well as wastage shall have to be borne by the Contractor.
6. The contractor shall from time to time render proper account of all materials issued to him by BHEL. If he fails to do so, no further issue of materials will be made to him and he will be held responsible for any delay in the execution of the work which may occur on this account.
7. Where A.C. Sheets and accessories, Doors, Windows, Sanitary fittings, Special glasses or other items are issued free of cost to the contractor, the contractor will have to make good at his own cost any loss or damage to any part or whole of the items issued to him as above. All wastage within the premises limits as fixed by BHEL will be charged for at the prescribed issued rates of BHEL. Excess wastage will be charged for at punitive rates which will be 100% higher than the issue rates.
8. All surplus materials in good condition which are not returned to the BHEL Stores as also quantities of materials consumed in excess of the max. permissible limit as fixed by BHEL shall be charged for at punitive rates.

The decision of the Senior Engineer / Dy. Manager / Manager as to the extent to which materials have been rendered surplus or consumed in excess of the actual requirements shall be final and conclusive and binding on the contractor.

### SCHEDULE 'C'

#### ISSUE OF TOOLS AND PLANTS TO CONTRACTORS

Sl.No.	Qty.	Particulars	Details of BHEL Crew Supplied	Hire Charges Per unit Per Day	Place of Issue	Remarks
--------	------	-------------	-------------------------------------	--	----------------------	---------

.....Nil.....

a. Machineries shall not be operated over time without the written permission of the Sr. Engineer / Dy. Manager / Manager.

b. All Coolies, Watermen etc., required in addition to BHEL crew mentioned in column 4 above shall be arranged by the contractor at his own expense.

### SCHEDULE 'D'

NOTE : All Drawings are to be signed by the Contractor as well as the officer entering into contract.

SL.No.	DRAWING NUMBER	DESCRIPTION
1	NIL	

### SCHEDULE 'E'

#### LEAD STATEMENT

Sl.No.	Name of Material	Name of Source	Lead Particulars both for Factory and Township
1	NIL		

C.A

C.A.....Date

.....  
(To be used in conjunction with BHE Ltd., General Conditions of Contract )

### AUTHORITY TO TENDER

Tender Notice No.CT:TN: **005/18-19**

Office of the

**SMCIVIL/PLANNING,Design & QC  
BHARAT HEAVY ELECTRICALS LIMITED  
TIRUCHY – 14.**

Tender Schedule No.CT:TS: **017/18-19**

~~Lumpsum / Percentage rate /~~ Item rate tender for works required in in **“Repair & Renovation of existing facilities at Puthayiram Poonga Park located in BHEL Township, Kailasapuram, Trichy – 14”**

**Messrs.** ..... ‘are / is hereby authorized to tender for the above work. The Tender is to be delivered at the Office of the **SMCIVIL/PLANNING,Design & QC ,53 Building Ground floor** Bharat Heavy Electricals Limited, Thiruverumbur, Tiruchirappalli – 620 014, **up to 10.00 hrs. on 07.08.2018** –addressed to the **SMCIVIL/PLANNING,Design & QC,Building No.53 Ground floor**, BHEL. Tiruverumbur, Tiruchirapalli – 620 014 superscribing the name of work as mentioned above.

Any correspondence concerning this Tender should be addressed as indicated above quoting the Tender Notice, schedule No. and other relevant particulars.

BHARAT HEAVY ELECTRICALS LIMITED DO NOT BIND THEMSELVES TO ACCEPT THE LOWEST OR ANY TENDER

**Issuing Officer with  
Designation**

**CONTRACTOR**

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**ACCEPTING OFFICER**

Contract Agreement No.....

**TENDER**

To

**SMCIVIL/PLANNING,Design & QC**

Bharat Heavy Electricals Limited  
Unit : Tiruverumbur  
TIRUCHIRAPPALLI – 620 014.

I / We hereby offer to carry out the work of Repair & Renovation of existing facilities at Puthayiram Poonga Park located in BHEL Township, Kailasapuram, Trichy – 14”

I / We hereby carefully perused the following documents connected with the above noted work and agree to obide the same.

1. Specifications (General & Particular )
2. Drawings
3. Schedule ‘A’, ‘B’, ‘C’, ‘D’ & ‘E’ and Bill of Quantities attached hereto.
4. Schedule or rates
5. BHE Ltd., General & Special Conditions of Contract, Tender Notice and Instructions to Tenders attached hereto.

I / We forward herewith the sum of Rs.....as Earnest Money, which shall be refunded should this tender be rejected. I / We further agree to deposit such sum which along with the sum of Rs.....mentioned above shall make up 50% of the fully Security Deposit for this work as provided for under conditions of the BHARAT HEAVY ELECTRICALS LIMITED General Conditions of Contract.

I / We further agree to execute all the work referred to in the said documents upon the terms & condition contained or referred therein and as detailed in Schedule ‘A’ and Bill of Quantities annexure thereto an to carry out such deviations as may be ordered, vide conditions 6 of the BHEL Ltd., General Conditions of Contract upto a maximum of 20% of the tendered of Rs.....

I / WE further agree to refer all disputes, as required by condition 62 of the General conditions of Contract to the sole arbitration of an Officer, to be appointed by the General Manager, B.H.E. Ltd., in his sold discretion whose decision shall be final and binding.

**WITNESS**

Signature of the Contractor

Date :

1. ....

2. ....

**GENERAL SUMMARY**

1. (a) Net Cost of works or building etc., from Schedule 'A' and Bill of quantities annexed thereto Rs.

2. Provisional sum Rs.

Total .....  
Rs.  
.....

Rupees.....

..... Shri.....

..... in the capacity of

..... has been duly authorized by me / use

to sign the tender for and on behalf of

.....

..... ( in block letters )

Date : SIGNATURE OF CONTRACTOR

Witness : Postal Address :

1..... Telephone No.  
Address

2. ....  
Address

..... alternations have been made in the Tender Document and as evidence that these alternations were made before the execution of contract agreement, they have been initialed by the Contractor and the .....

..... is hereby authorized to sign and initial on my behalf the documents forming part of this contract (Number of alternation in figures and words to be given me )

The above tender is accepted by me on behalf of the Bharat Heavy Electricals Limited, Unit Thriuverumbur, Tiruchirappalli – 620 014. for a sum of Rs. ....

..... at the item rates as indicated in the Bill of Quantities attached to Schedule 'A'.

Signature ..... Date.....

Designation .....

**E FORMAT**

THE PURCHASE/CONTRACT EXECUTING AGENCY/BHEL

**ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER**

01	Name & Address of the Supplier / Sub-contractor																					
02	VENDOR CODE assigned by BHEL																					
	Details of Bank Account:																					
03	NAME & ADDRESS OF THE BANK																					
04	NAME OF THE BRANCH																					
05	BRANCH CODE																					
06	MICR CODE	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																				
07	ACCOUNT NUMBER																					
08	TYPE OF ACCOUNT	CURRENT A/C / OD / CASH CREDIT																				
09	BENEFICIERY'S NAME																					
10	IFSC CODE OF THE BRANCH	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																				
11	EMAIL ID																					
12	TELEPHONE/MOBILE NO.																					

**CERTIFICATE**

I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited. I / We also agree to bear the applicable Bank Charges for the above mode of transfer. **A copy of the cheque leaf/cancelled cheque leaf of the above account is sent herewith.**

AUTHORISED SIGNATORY WITH NAME SEAL

**Banker's Certification**

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of \_\_\_\_\_ (name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE:

(Manager / Officer's)

DATE :

Signature Under Bank stamp and Name Seal  
With Membership No.

(Telephone / Mobile No. )

Forwarded to Accounts Dept.

We confirm the above details are verified with the records available with us.  
Signature of the BHEL Executive with Name Seal (Operating the Contract/Services)

SIGNATURE OF THE APPLICANT

**CONTRACTOR**

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**ACCEPTING OFFICER**