

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

TENDER DOCUMENT (QUALIFICATION BID)

Name of work : Sewer line and Manhole Cleaning including repairing of damaged manholes in BHEL Township Trichy-14

Value of work : **Rs.8.14 Lakhs + Applicable GST**

Tender Schedule No. : **CT:TS:045/20-21**

Period of Contract : **12 (Twelve) Months**

EMD : **Rs 16,300.00/-**

Issued to :

**NORMS FOR QUALIFICATION FOR THIS TENDER
CHECK LIST - TO BE FILLED BY CONTRACTOR COMPULSORILY**

S.No	Description	Details (Tick Appropriate)	Remarks
1	Contractor Details	Filled <input type="checkbox"/> / Not Filled <input type="checkbox"/>	Refer Page No 3
2	Reverse Auction Contact Details	Filled <input type="checkbox"/> / Not Filled <input type="checkbox"/>	Refer Page No 4
3	Declaration for complying conditions of contract	Given <input type="checkbox"/>	Refer Page No 6
4	EMD (EMD is not waived off for SME/NSIC/SSI/MSME vendors for this tender)	Enclosed <input type="checkbox"/> / Not Enclosed <input type="checkbox"/>	
5	PAN	Enclosed <input type="checkbox"/> / Not Enclosed <input type="checkbox"/>	
6	GST	Enclosed <input type="checkbox"/> / Not Enclosed <input type="checkbox"/>	
7	ESI	Enclosed <input type="checkbox"/> / Not Enclosed <input type="checkbox"/>	
8	PF	Enclosed <input type="checkbox"/> / Not Enclosed <input type="checkbox"/>	
9	IT Return for the last three financial years (2016-17, 2017-18 & 2018-19)	Enclosed <input type="checkbox"/> / Not Enclosed <input type="checkbox"/>	
10	<p>Experience of having successfully completed similar works 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</p> <p>I. Three similar completed works costing not less than the amount equal to 40% of the tender evaluation cost. (or)</p> <p>II. Two similar completed works costing not less than the amount equal to 50% of the tender evaluation cost. (or)</p> <p>III. One similar completed works costing not less than the amount equal to 80% of the tender evaluation cost.</p> <p>Similar Work means Sewer line & Manhole cleaning works / House Keeping works / Civil works etc.</p>	Enclosed <input type="checkbox"/> / Not Enclosed <input type="checkbox"/>	
11	<p>Acceptance Clause : We have read all the terms and conditions, noted the job content & site conditions. We have quoted our offer by taking care of unit of measurement given in the Bill of quantities against individual items We have not taken any deviation from tender clauses as enumerated in the tender and we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the tender. In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void. We confirm to have submitted our offer strictly in accordance with tender instructions.</p>	Accepted <input type="checkbox"/> / Not Accepted <input type="checkbox"/>	

At the time of submitting offer, if any vendor does not have ESI, EPF NO the vendor should produce a declaration (page 6 below) stating that ESI and PF registration will be submitted before placing of Work order / Commencement of Work.

Contractor Profile details - TO BE FILLED BY CONTRACTOR

1.	Name of the Agency /Company /vendor.	
2.	Address:	
3.	Phone No.:	
4.	E-mail Address:	
5.	Name and Contact details of person for communication related to Tender	
6.	BHEL Vendor Code (If any)	

Online payment

This explains how to make Payments to BHEL - Tiruchirappalli and through SBI-Ecollect. Vendors (EMD and SD Payments payable by others) can utilize this facility. payments can be made using Internet Banking, Debit Cards / Credit Cards etc. SBI Charges a minimum amount (Service Charges) for every transaction. This may vary according to the MODE selected.

STEP BY STEP PROCEDURE:

Login to <http://www.onlinesbi.com>

1. Select State Bank Collect available on the top (pre login page)
2. Accept the terms and conditions and click "PROCEED"
3. Select State "TAMILNADU" and Institution type "INDUSTRY".
4. Select "BHEL TRICHY" under "INDUSRY"
5. In the next page, Select APPROPRIATE category, fill details correctly & click "SUBMIT".
6. If all details entered are correctly populated, click "CONFIRM" to proceed.
7. Make payment as per your convenience. (Options available are payment of fees through SBI Net Banking, State Bank ATM cum Debit Cards / Other Bank Debit / Credit Cards and through SBI Branches).
8. Save & Keep the copy of receipt for future reference.

HOW TO TAKE RECEIPT FOR A PAYMENT MADE, EVEN ON LATER DATE:

(PLEASE CHECK THE STATUS BEFORE MAKING PAYMENT SECOND TIME)

1. Login to www.onlinesbi.com
2. Select State Bank Collect available on the top (pre login page)
3. Accept the terms and conditions and click "PROCEED"
4. Select "PAYMENT HISTORY" option available on the left side of screen.
5. Using two options as mentioned below, you can get the receipt:
 - a. Type the same Date of Birth, Mobile Number which you have entered at the time of making payment through SB collect. Select the date range and submit.
 - b. If you know the payment reference number, then enter the Reference number (DU...) along with anyone information (Date of Birth / Mobile Number which you have entered at the time of making payment). Select the date range and submit.
6. In the next page, take print out of receipt.

REVERSE AUCTION CONTACT DETAILS - TO BE FILLED BY CONTRACTOR

BHEL reserves the right to go for Reverse Auction (RA)instead of opening the sealed envelope price bid/s, submitted by the bidder. More details given under 'SPECIAL TERMS & CONDITIONS OF CONTRACT'

For this purpose, the following details should be furnished **without fail, along with the offer.**

Name of work : **Sewer line and Manhole Cleaning including repairing of damaged manholes in BHEL Township Trichy-14**

Tender Schedule No. **CT:TS:045 / 20-21**

Name of the contact person assigned for Reverse auction	
Mobile & Land line Number	
E-mail id	
FAX No.(if available)	

FORMAT FOR EPF & ESI DECLARATION (**To be given in Vendors Letter head** if not possessing EPF/ESI/Both (EPF&ESI) at the time of submission of the tender)

To:
Manager/ CIVIL / Factory
53 Building, Ground Floor,BHEL,Trichy

Sir,
Sub: Declaration of EPF& ESI Submission –Reg

At this time of submission of this tender ----- (Tender Schedule No) I/We, ----- (Company Name) am / are not possessing the EPF / ESI / Both (EPF & ESI). I hereby declare that I will submit the EPF / ESI / Both (EPF&ESI) registration copy before placing of Work order / Commencement of Work. I / we am/are also aware that payment for work done will not be processed by BHEL without submission of EPF&ESI data paid to my / our employees engaged to the corresponding BHEL contract.

Thanking you,

Yours Truly,
For and On behalf of,

Company name & seal

Date:

Place:

**Declaration by the Tenderer for complying STANDARD CONDITIONS OF CONTRACT
FOR TENDER DOCUMENTS OF CIVIL ENGINEERING DEPARTMENT & SPECIAL AND
GENERAL CONDITIONS OF CONTRACT**

To:
Manager / Civil / Factory
Bldg.53,
BHEL,
Trichy-620014

I/ We hereby declare that we have read and understood all the terms and conditions mentioned in

1. STANDARD CONDITIONS OF CONTRACT FOR TENDER DOCUMENTS OF CIVIL ENGINEERING DEPARTMENT (Pages :1 to 40)
2. SPECIAL AND GENERAL CONDITIONS OF CONTRACT (Pages:1 to 67)

Which are attached along with the Qualification Bid and Price Bid of this Notice Inviting tender. I / We confirm that I / We will fully comply with all the conditions stipulated in the above mentioned documents. I / We am/are also aware that these documents are part of the agreement. Hence I / we will submit the said documents duly signed and sealed.

Thanking you,

Yours Truly,
For and On behalf of,

Company name & seal

Date:

Place:

**BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI – 620 014**

CIVIL ENGINEERING DEPARTMENT

BHE: P: C:T:09/

Dt. 29.05.20

To

The Tenderer

Dear Sirs,

**Sub: Sewer line and Manhole Cleaning including repairing of damaged manholes in BHEL
Township Trichy-14..**

Ref: Tender Schedule No. **CT:TS:045/20-21**

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 3 (Three) inner sealed covers such as i) Qualification bid cover , ii) Price bid cover and iii) EMD cover all super scribing the name of work, Tender schedule No., the contents etc with contractor name and address.

1) **EMD cover shall contain requisite EMD (Rs 16,300/-) in the form of DD. Tender without EMD will be summarily rejected. (EMD is not waived off for SME/NSIC/SSI/MSME vendors for this tender)**

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 Percentage Below (100-X) % / At par (100%) / Above (100+X) % of the rates provided in Bill of Quantities appended **from Page 03** of 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)

The completed qualification bid and price bid along with requisite EMD for the work in favour of **BHEL, Trichy** shall reach the office of the undersigned on or before **tender closing date**. 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 or the details of reverse auction 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 **Manager / Civil / Factory, Bldg.53, BHEL, Trichy-620014**, Tamil Nadu on or before **tender opening date**.

Clarification if any, can be obtained contacting following email, akila@bhel.in / sundaresan@bhel.in ,phone No. 0431 – 2571937/2578579 Fax No. : 0431 – 2520710.

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

Thanking you,

Encl: E Format (**Electronic fund transfer format to be compulsorily filled and submitted along with a original canceled check leaf**)

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

**Manager / Civil/ Factory
BUILDING No.53,Ground floor**

BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI – 620 014
CIVIL ENGINEERING DEPARTMENT

PREAMBLE

1. The scope of work **Sewer line and Manhole Cleaning including repairing of damaged manholes in BHEL Township Trichy-14.**
2. The brief description of items of work is given in the bill of quantities provided in the Price Bid. Tenderer has to quote rates both in figures and in words for all the items given in the Bill of Quantities provided. **(From Page 03 of Price bid).** Contractors are requested to visit the site to get themselves acquainted with the site conditions before submitting the offer.
3. 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 **12 months**, works shall be completed progressively and handed over as per agreed split up schedule.
4. The tender value excludes cost of Cement which will be supplied by BHEL at Stores at free of cost as indicated in Schedule B of the Tender document.
5. Tender Value is only approximate and liable for variation without entitling the tenderer to any compensation, till the total value of contract does not vary more than 30%. The contractor has to execute any item of work irrespective of the quantity available in the tender without any reservation till the contract value does not vary more than 30%.
6. **Quoted percentage rate for all items shall be firm throughout the contract period of 12 (Twelve) months including extended period if any and no cost escalation is allowed on any account.**
7. 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.
8. **Taxes & Duties :**
The percentage rate offered is for finished item of works 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.
9. **The percentage rate quoted shall not include applicable GST.**
10. Response to Tenders will be entertained only if the contractor has a valid GST registration no which should be clearly mentioned in the offer.
11. 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.
12. All invoices shall bear the SAC code (Services Accounting Code) & HSN Code (if applicable) for each item separately (Harmonized System of Nomenclature).

13. 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.
14. All documents like Work completion certificate and any other document mentioned in PO, shall be submitted.

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.

15. 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.
16. 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 exclusive 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.

17. The tenderers are advised to visit BHEL Factory / Township at Tiruchirappalli and get themselves acquainted with the site conditions before submitting the offer.
18. 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.
19. The work shall be carried out as per drawings released then and there, AWS / BIS specifications, standard code of practice and as per the instructions of Engineer-in-charge. .
20. 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.
21. 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.

22. Payment Terms :

No advance / 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.

23. Bonus Clause,PVC & ORC :

The Bonus clause, PVC & ORC are not applicable for this tender.

24. LD/Penalty:

LD for penalty clause is applicable as per General Conditions' of contract (Clause 41) and abridged version is given below.

“GCC- Clause 41- Compensation for Delay:

If the contractor fails to maintain the required progress in terms of condition 7 or to complete the work and clear the site on or before the contracted or extended period of completion, he shall, without prejudice to any other right or remedy of the B.H.E.L on account of such breach, pay as agreed compensation an amount calculated as stipulated below or such smaller amount as may be fixed by the BHEL on the contract value of the work for every week that the progress remains below that specified in condition 7 or that the work remains incomplete.

This will also apply to items or group of items for which separate period of completion has been specified.

For this purpose the term 'Contract Value' shall be the value at contract rates of the work as ordered.

- a. Completion period (as originally-stipulated) -- at 1 percent per week.
Not exceeding 6 months.
- b. Completion period (as originally-stipulated) -- at $\frac{1}{2}$ percent per week
Exceeding 6 months and not exceeding 2 years.
- c. Completion period (as originally-stipulated) -- at $\frac{1}{4}$ percent per week
Exceeding 2 years.

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed the under noted percentage of the contract value or of the contract value of the item or group of items of work for which a separate period of completion is given:

- a. Completion period (as originally-stipulated) -- 10 percent.
Not exceeding 6 months.
- b. Completion period (as originally-stipulated) -- $7\frac{1}{2}$ percent.
Exceeding 6 months and not exceeding 2 years.
- c. Completion period (as original-stipulated) -- 5 percent.
Exceeding 2 years

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the B.H.E.L."

- 25. 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.
- 26. The contractor should bring the required machineries as and when required for the work without any delay.
- 27. 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.

28. 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

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

30. Documentary evidences (Xerox copies –self-attested) for works experience, ESI, EPF, PAN, GST., all as required & indicated in the tender document should be furnished, without which it will not be taken into account. The tenderers shall produce original document for verification if so decided by BHEL.

31. The contractor may be required to undertake works at remote places and in such cases the contractor should make own arrangement for safety of BHEL materials, water required for the work and power etc without extra claim from BHEL.

32. The contractor has to carry out the work in production shops without affecting the production by planning such work on holidays / obtaining proper shut down.

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

34. 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.**

35. The contractor shall strictly adhere to various labour laws in force.

36. **The tenderer has to ensure payment of Minimum Wages as per Tamil Nadu State Minimum Wages as applicable under law from time to time(Copy attached in page No 20). In addition, 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.17). 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.

Contractors should ensure that at least the Prevailing Tamil Nadu 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.”

37. The contractor shall ensure compliance of EPF&MP Act 1952, by the subcontractors , if any engaged by the contractor

38. The contractor shall follow norms of BHEL security system for movement of men including bio-metric system & materials within the complex.

39. 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)

40. 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. The contract should arrange for surveying construction site wherever required at his own cost.

41. 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.

42. Bank Guarantee format and the list of consortium banks are enclosed for BG submission against Security Deposit

43. 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.

44. The contractor has to submit the organization chart of their set up for the works and any change thereafter in the organization set up shall have the prior approval of BHEL.

45. The contractor should submit the programme for the completion of work and the list of machineries and site personnel to be deployed for the work along with tender.

46. Statement of completed works with detailed measurements along with material reconciliation statements shall be submitted by the contractor in the last week of every month for processing bill.

47. The contractor should establish his own site office, labour colony, fabrication yard, handling facility, storage facility etc., for which vacant land will be allotted on specific request for which the rent will not be collected.

48. The contractor is required to carry out construction activities as directed by the department officials. It is required to engage certain minimum strength of staff for effective supervision of works

49. Exclusive Stores personnel should be engaged who would coordinate with department official for clearance and collection of BHEL supplied materials required for works. Separate non-technical persons should be engaged for arranging daily gate passes for labours and vehicles entry in all the gates of Factory / Township Complex.

50. The works contract to be entered into with the successful tenderer will be governed by the BHEL Revised General Conditions of Contract in force.

51. All the works shall be executed as per the standard specifications as provided in TNBP / BIS and special specifications of manufacturer.

52. All the materials to be used in the work and the nature of work shall conform to the respective TNBP & BIS and National Building Organization, Standard Specifications forming part of "ALL

INDIA STANDARD SCHEDULE OF RATES" specifications and shall be got approved by the Engineer-in-charge before actual incorporation in the work.

53. With regard to specifications not covered by the General and Special Conditions of Contract, those contained in the Tamil Nadu Building Practice Standard Specifications or other specifications approved by Bharat Heavy Electricals Limited, shall apply.
- 54. The contractor should use only the materials of brand and quality as approved by BHEL.**
55. All materials and consumables brought by the contractor should have manufacturer's certificate.
56. 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.
57. Contractor's materials and tools & plants shall have to be brought inside Factory / Township with proper invoice / voucher and make necessary entry in the security gate. They should maintain proper record for tools and plats, materials, etc., brought inside the Factory / Township complex.
58. 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.
59. 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.
60. 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.
61. It shall be the responsibility of the contractor to see that the workmen do not utilize the departmental canteen facilities. Contractor has to make his own arrangements to provide refreshment for the workmen.
62. The contractor should extend fullest co-operation with the third party agencies engaged, if any by BHEL to adhere the Quality Control Procedures ensuring quality.
63. 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.
64. On the written request from the contractor **Water required for the work may be provided by this organization at only one point at the site of the work at free of cost.** In case of failure of water supply, the Contractor will have to make his own arrangements for water without any extra claims until supply is restored. BHEL does not accept any liability whatsoever for non-supply or delay in the supply of water under any circumstances. The contractor shall ensure that there is no wastage of water otherwise supply of water is liable to be stopped at contractor's risk and cost.
65. On the written request from the contractor **Electrical energy required for the work may be given by this organization at any one point at the site of work at free of cost.** BHEL does not accept any liability whatsoever for non-supply, delay in supply or failure of supply of electrical energy. Contractor shall ensure that there is no wastage of electrical energy otherwise supply is liable to be stopped at contractor's risk and cost. The contractor shall make leak proof / fire proof shed and provide control panel board of required capacity and lay the required cables at their own cost for further distribution.
66. On the written request from the contractor **Compressed air for the work will be provided by this organization at only one point near the site of work at free of cost.** The contractor should

be in a position to make his own arrangement for compressed air without any extra claim for the uninterrupted operation of jackhammer with silencer wherever BHEL is not in a position to supply compressed air.

67. **Bank Guarantee format can be obtained after award of work by the successful tenderer.**
68. Field quality plan issued by BHEL should be strictly followed.
69. No night work will be permitted without the written permission of the Engineer – in – charge.
70. Tenderers are requested to furnish the duly filled in E format attached **with this** as separate sheet along with a cancelled cheque leaf to accept Electronic fund transfer / R T G S transfer for any payment from BHEL, Trichy.
71. 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.
72. No Over Run Charges shall be applicable under any circumstances.
73. LD / Penalty clause is applicable as per General Conditions of Contract in force.
74. BHEL reserves its right to finalize the contract through reverse auction for which only qualified tenderers will be provided with necessary documents containing reverse auction rules, terms and conditions for this purpose.
75. In all matters of dispute, the decision of the General Manager, Bharat Heavy Electricals Ltd., Tiruchirappalli – 620 014. shall be final and binding on the tenderer / contractor.
76. 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.
77. **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 nonperformance 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.
78. 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.
79. 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.

80. 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 biding on both the parties to the business.
81. 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 ongoing tenders even if participated till the hold is officially lifted and confirmed in writing.
82. 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.
83. 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

84. 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.

85. 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 1st January 1976 or its amendments for arbitration shall be applicable.

Expect 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 except 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.

86. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:

Penal action can be initiated on the suppliers / Contractors in line with extant 'Guidelines for Suspension of Business Dealings with Suppliers/ Contractors. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has been uploaded on <http://www.bhel.com> on "supplier registration page". BHEL's Guidelines for Suspension of Business Dealings with Suppliers/ Contractors shall apply to this Notice Inviting Tender/ Enquiry.

The said Guidelines are available at

http://www.bhel.com/vender_registration/pdf/Suspension_guidelines_abridged.pdf

The Bidders shall peruse the same prior to submission of the bid Any action taken or proposed to be taken by BHEL under the said policy shall be without prejudice, and in addition, to other rights and remedies as may be available to BHEL under contract or law."

(TO BE STAMPED IN ACCODANCE WITH STAMP ACT)



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

Ref No.TP:HR: Contract Cell: MW

Date: 17/04/2020

CIRCULAR

To

All Contract Awarding/Executing Executives

Sub: Minimum Wages Act, 1948 – Revision of Dearness Allowance for employment in "General Engineering and Fabrication Industry – Reg.

Ref: Notification No. Z3/9123/2020 dated 17/03/2020 by Office of the Commissioner of Labour, Chennai – 600 006.

Consequent upon the increase in Dearness Allowance payable under the Minimum Wages Act from Rs.4574/- to Rs.5209/- per month to those employed in "General Engineering and Fabrication Industry", the Statutory Minimum Wages applicable to the contract workmen would be as follows with effect from 01/04/2020:

S No	Category	Minimum Basic Wages per day	Minimum DA per day	Total Minimum Wages per day
1	Unskilled Worker	Rs.258.50	Rs.200.35	Rs.458.85
2	Semi-Skilled Worker	Rs.271.00	Rs.200.35	Rs.471.35
3	Skilled Worker	Rs.278.50	Rs.200.35	Rs.478.85
4	Supervisor*	Rs.295.00	Rs.200.35	Rs.495.35

Note: (calculation)

*For Supervisors, minimum Basic Wages per day (Rs.7660/26) = 294.61, which is rounded off to Rs.295/-

All Contract Awarding / Executing Executives are requested to ensure that the contractors make payment of wages to their workers not less than the above Statutory Minimum Wages along with BHEL Additional Wages as stipulated in the respective work order.

TSB 17/4/2020
DGM (HR-Law&Contract Cell)
(T.S.Balaji)

CC:

All HR Executives
DGM/HR & Admn/PC/Chennai
DGM/HR/PPPU/Thirumayam
AGM/Finance
AGM/HR & Medical
GM/WCM & MM
GM/Finance

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.

The raw materials shall always remain the property of BHEL and the Bank shall indemnity 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...../- (RupeesOnly) 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.
16. 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.
17. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
18. 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.
19. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Tiruchirapalli.

20. 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 guarantor.
21. 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 set out
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)

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

(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.

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION

Against this Enquiry for the subject work / system with detailed scope of work as per our specification, BHEL -TRICHY may resort to “REVERSE AUCTION PROCEDURE” i.e. **ON LINE BIDDING on INTERNET**.

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on Internet.
3. BHEL will inform the vendor in writing in case of reverse auction, the details of service provider to enable them to contact and get trained.
4. Business rules like event date, time, start price, bid decrement, extensions, etc. also will be communicated through service provider for compliance.
5. Vendors have to fax / e-mail the compliance form in the prescribed format (provided by service provider) before start of Reverse auction. Without this the vendor will not be eligible to participate in the event.
6. BHEL will provide the percentage rate quote sheet (e.g.: EXCEL sheet) which will be helpful to arrive at Cost (**NOTE: 1.** The rate offered is for finished items of works 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, labour colonies, establishment, services, revenue expenses, overheads, profits & all other incidentals including insurance coverage for the total cost as per tender document.
7. The applicable GST can be claimed from BHEL, along with their monthly bill for further payment to be made to the authorities concerned.

'New Taxes / Levies

1. 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 actuals. 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 as stipulated in the tender document.
2. Quoted percentage rate shall be firm throughout the contract executing period from the date of commencement of the work and no cost escalation is allowed on any account.
3. **In case of awarding the works contract, the same will be awarded to Single Agency only.**
4. The tenderer who has won the bid in the RA is required to submit the percentage rate confirmation for all the items given in BOQ enclosed in Price Bid typed in their letter head duly signed by the L1 agency and stamped with company seal within 24 hours after successful winning in the reverse auction.
8. Reverse auction will be conducted on schedule date & time.
9. **RA shall be conducted with minimum 03 (Three) techno-commercially qualified bidders.**
10. BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.
11. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as

'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed

12. bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).
13. The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates
14. If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).
15. "Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL"
16. In case of tie for H1 bid (identical online sealed bids), 15 minutes additional time shall be provided and all the participating bidders shall be informed by mail/ message on bidding screen to enable bidders submit revised online sealed bids so as to break the tie.
17. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction' (Annexure I), which will be communicated before the Reverse Auction.
18. If the bidder or any of his representatives are found to be involved in Price manipulation / cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped / aborted.
19. The bidder shall not divulge either his bids or any other exclusive details of BHEL to any other party.
20. At the end of reverse auction event, the lowest bidder value quoted will be known on the network.
21. The lowest bidder has to fax / e-mail the duly signed filled-in prescribed format as provided on case-to-case basis to BHEL through service provider within 24 hours of action without fail.
22. Any variation between the on-line bid rate quoted and signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.
23. In case BHEL decides not to go for Reverse auction procedure for this tender enquiry, the price bids and price impacts, if any already submitted and available with BHEL shall be opened as per BHEL standard practice.
24. Only those vendors, who participate in the Online Initial Sealed Bid, will be eligible to participate in the subsequent Online English Reverse Auction.
25. Removal of H1 only if there are more than 04 (four) techno-commercially qualified bidders. No H1 removal if H1 happens to be MSE or qualifying PPP-MII, Order 2017.
26. In case of Multiple H1s, all H1 bidders (excluding MSEs and bidders qualifying PPP-MII Order 2017) shall be removed. If minimum 03 (three) remain in fray, there shall be no H1 removal.
27. The reverse auction will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.
28. Sealed envelope price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bid of bidders in RA.
29. System lock to bid not below 5 decrements lower than the current L1 in one go.

CIVIL ENGINEERING DEPARTMENT

NOTICE INVITING TENDER

01. Name of work : **Sewer line and Manhole Cleaning including repairing of damaged manholes in BHEL Township Trichy-14.**

02. Estimated Cost : **Rs.8.14 Lakhs**

03. Earnest Money Deposit : **Rs.16,300/-**

04. Completion Time : **12 (TWELVE) Months**
(From the date of commencement of the work which will be reckoned from the date of handing over to the Contractor)

05. Last Date for Receipt of Tenders : **10.00 Hrs. on 20.06.2020**

06. Date of Tender Opening : **10.00 Hrs. on 20.06.2020**

07. Maintenance Period : Nil

Issued to Messrs. / Thiru :

ISSUING OFFICER

INSTRUCTIONS TO TENDERERS

1. The tender is open to all Contractors.
2. The tenders should be accompanied by a list of contracts already held by the contractor at the time of submitting the tender and giving the following particulars
 - a) Value of each contract.
 - b) The balance value of work to be done on the same.
3. Should a tender find discrepancies or omissions in the drawings or any of the tender documents or should be in doubt as to their meaning, he should at once address the authority inviting the tender for clarification. Every endeavor is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
4. 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.
5. The contractor's responsibility under this contract shall commence from the date of receipt of the LOI by the tenderer. The scheduled period of completion for this work will be as mentioned in **NIT**, and the Contractor will have to plan his work accordingly.
6. Generally, the maintenance period for any work under BHEL organization will be **SIX (6) MONTHS**.

7. Earnest Money Deposit:

- 7.1 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.
- 7.2 Rates of EMD shall be as under:

For works/ services costing up to 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

7.3 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)
- iv. Fixed Deposit Receipt (FDR) 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)

In addition to above, the EMD amount in excess of Rs Two lakh may also 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.

(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, also shall have to necessarily take EMD of specified amount mentioned for this tender)

7.4 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.

7.5 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.

7.6 EMD shall not carry any interest.

7.7 EMD of successful tenderer will be retained as part of Security Deposit.

8. Should a tenderer or a contractor on the list of approved Contractors have a relative, or in the case or a firm or Company of contractors any of its shareholders or shareholder's relative, employed in a gazetted capacity in the Engineering Department of the Bharat Heavy Electricals Limited, the authority inviting tenders shall be informed of this fact at the time of submission of the tender, failing which tender, may be disqualified or if such fact subsequently comes to light, the contract may be rescinded in accordance with the relevant provisions in the General Conditions of Contract.

9. If tenderer expires after the submission of his tender or after the acceptance of his tender the BHEL may, at their discretion, cancels such tender. If a partner of a firm expires after submission of tender or after the acceptance of the Tender, BHEL may cancel such Tender at their discretion unless the firm retain its character.

10. Bharat Heavy Electricals Limited will not be bound by any power of attorney granted by the tenderer or by changes in the composition of firm made subsequent to the execution of the contract. They may however recognize such power of attorney and changes after obtaining proper legal advice the cost of which will be chargeable to the contract concerned.

11. **If the tenderer deliberately gives wrong information in this tender or creates conditions favorable for the acceptance of his tender, Bharat heavy Electricals Limited, reserves the right to reject such tender at any stage.**

12. Words importing the singular number shall also be deemed to include the plural number and vice versa where the context so requires.

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

14. The General and special conditions are complementary to each other and where they are conflict the Special Conditions shall prevail. In regard to matters not covered by the General and Special Conditions of Contract, those contained in the Tamil Nadu Building Practice Standard Specifications or other specifications approved by the Bharat Heavy Limited, shall apply.

15. Tenderers shall not increase their quoted rate in case the Bharat Heavy Electricals Limited, negotiates for negotiation for reduction of rate. Such negotiation shall not amount to cancellation or withdrawal of the original offer and the rate originally quoted shall be binding on the tenderers for a period of three months from the date of opening of tenders.

16. Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

17. All contractors will have to produce Income Tax Clearance Certificate from the Income Tax-Officer concerned along with their tenders. Those Contractors whose income is not taxable will be required to give an affidavit of their income on the prescribed form. If the successful tenderer fails to produce the Income tax clearance certificate within the stated period, the Earnest Money Deposit and Security Deposit of the tenderer may be forfeited and the contract terminated.

TENDER NOTICE

NAME OF WORK : **Sewer line and Manhole Cleaning including repairing of damaged manholes in BHEL Township Trichy-14..**

ESTIMATED COST : Rs 8.14 LAKHS

1. SEALED TENDERS for the above noted work are hereby invited from contractor experienced in works of similar kind and magnitude. Tenders will be received by **Manager/CIVIL/Factory** Bharat Heavy Electricals Limited, Tiruchirappalli – 620 014. Up to **10.00 Hrs. on 20.06.2020** and will be opened on the same day at **10.00 Hrs.** at the **Office of the Manager/CIVIL/Factory**.
2. **Tenderers may download the Tender forms from BHEL website (bhel.com).**
3. TENDERS must be submitted in sealed covers and should be addressed to **Manager / CIVIL / Factory, Building 53**, with full name and address of the tenderer and the name of work being noted on the cover
4. All entries in the tender documents should be in the one ink. Erasers and over writings are not permitted. All cancellations and insertions should be duly signed by the tenderer concerned.
5. TENDERERS should fill in all the required particulars in the blank spaces provided for this purpose in the tender documents and also sign each and every page of Tender Documents including the drawings attach there to before submitting their tender.
6. In quoting their rates, the tenderers are advised to take account all factors including any fluctuations in the market rates etc. No claim will be entertained on this account after acceptance of the tender or during the currency of the contract.
7. Before tendering, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other Prevalent conditions position of materials and labour, General and Special Conditions of Contract. Instructions to tenders, drawings and Specifications and all other documents which form part of the Agreements to be entered into.
8. The rates quoted in the tender shall remain valid for a period THREE MONTHS from the date of opening of tenders.
9. In the event of tender being submitted by firm the tender must be signed separately and legibly by each partner of member of the firm or in their absence, by the person holding the power of attorney on behalf of the firm concerned in the latter case a copy of the power of attorney duly attested by a Gazetted Officer must accompany the tender.
10. Every tender must be accompanied with EMD for the amount as specified in any of the form mentioned in Para 12 of the “Instruction to Tenderers”. This Earnest Money will be refunded to the unsuccessful tenderers within fifteen days of finalization of the award of work. In case of the successful tenderer, the Earnest Money will be retained as part of the Security Deposit for satisfactory completion of the work in accordance with Clause 16 of the General Conditions of Contract

NOTE : Cheques, Currency Notes and Money Orders will not be accepted in lieu of the deposit receipt referred to above

11. Security Deposit

11.1 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.

11.2 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)

11.3 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

15. Unless the contractor whose tender is accepted signs the Contract Agreements and makes the necessary security deposit specified in Para 13 above within Seven days of the date of the order directing him to do so the amount of Earnest Money Deposit already deposited by him will be forfeited and acceptance of his tender withdrawn.

16. If after opening of tenderer revokes his tender or increases his earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the instruction of the Engineer-in-charge, the Earnest Money deposited by him will be forfeited and acceptance of his tender withdrawn. If only a part of the work included in the tender had been awarded to the tenderer, the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.
17. The Bharat Heavy Electricals Limited reserve the right to reject any or all the received or accept any tender or part thereof without assigning any reason thereof. In the case acceptance of part of tender, time for completion may also be reduced to the extent considered appropriate by the Accepting Authority.
18. Conditional and Unwitnessed tenders, tender containing absurd rates and amounts tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions laid down by the Accepting Officer are liable to be rejected.
19. Tenders not submitted on the prescribed form are liable to be rejected
20. The work must be completed within a scheduled completion period .
21. The Chairman / General Manager / Deputy General Manager / Deputy Manager / Senior Engineer shall be Accepting Officer, herein after referred to as such for the purpose of this contract.
22. This tender notice shall be deemed to form an integral part of the contract to be entered into for this work.
23. The tenderers are advised to go through the condition stipulated in Tender document & code of conduct for 'Health & Safety of Contract Labour'
24. Any violation thereof will invite punitive action being taken against them. While quoting the rate all the above factors are to be taken into account.

BHEL APPROVED BRANDS FOR THE FOLLOWING MATERIALS / ITEMS

Sl.No.	Material	Manufacturing Co.	Brand
1.	Synthetic Enamel Paint	Asian Berger ICI	Apcolite Luxol Dulux gloss
2.	Aluminium Paint	Berger	Berger Aluminium
3.	Interior Emulsion	Asian Berger ICI	Royale Luxol Silk Supercote
4.	Exterior Emulsion	Asian ICI	ACE Supercote
5.	Distemper	Asian Berger ICI	Tractor Bison Maxilite
6.	Cement Paint	Snowcem Agsarcem	Snowcem Agsarcem
7.	A.C. Sheets	Everest India Ltd. Hyderabad India Ltd. Visaka Industries Ltd. Ramco	Everest I Charminar Visaka Ramco
8.	G.I. Pipes	TATA Zenith	TATA Zenith
9.	PVC Pipes	Avonplast Finolex Truebore Vignesh	Avonplast Finolex Truebore Vignesh

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 / Township 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.17). 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 10th 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 onat.....**
- 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., 26th January, 1st May, 15th August and 2nd 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 / Township 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 / Township 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 pursuance 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 / Township 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 in 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.

SAFETY PRECAUTIONS TO BE OBSERVED WHILE TRANSPORTING MATERIALS

II. 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 decease.	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

SCHEDULE 'A'

LIST OF WORKS AND PRICES

NAME OF WORK: **Sewer line and Manhole Cleaning including repairing of damaged manholes in BHEL Township 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.	Sewer line and Manhole Cleaning including repairing of damaged manholes in BHEL Township Trichy-14..	Rs 8.14 Lakhs/-	Twelve (12) MONTHS	

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

'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	Cement	BHEL STORES or Stock yard
2	NIL	

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		

SCHEDULE 'E'
LEAD STATEMENT

Sl.No.	Name of Material	Name of Source	Lead Particulars both for Factory and Township
1	Cement	BHEL STORES or Stock yard	2 Kilometre

C.A.....Date

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

AUTHORITY TO TENDER

Office of the

**Manager / CIVIL/FACTORY
BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHY – 14.**

Tender Schedule No.CT:TS: **045/20-21** Lumpsum /Percentage rate / Item rate tender for works required in “**Sewer line and Manhole Cleaning including repairing of damaged manholes in BHEL Township Trichy-14.**”

Messrs. ‘are / is hereby authorized to tender for the above work. The Tender is to be delivered at the Office of the **MANAGER/CIVIL/FACTORY, 53 Building Ground floor** Bharat Heavy Electricals Limited, Thiruverumbur, Tiruchirappalli – 620 014, **up to 10.00 hrs. on 20.06.2020** –addressed to the **MANAGER/CIVIL/FACTORY, Building No.53 Ground floor, BHEL, Tiruverumbur, Tiruchirappalli – 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**

Contract Agreement No.....

TENDER

To

MANAGER/CIVIL/FACTORY

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

I / We hereby offer to carry out the work of **“Sewer line and Manhole Cleaning including repairing of damaged manholes in BHEL Township 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.

CONTRACTOR

47

ACCEPTING OFFICER

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..... Telephone No.
Address

CONTRACTOR

48

ACCEPTING OFFICER

..... alterations have been made in the Tender Document and as evidence that these alterations 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 alteration 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										
07	ACCOUNT NUMBER										
08	TYPE OF ACCOUNT	CURRENT A/C / OD / CASH CREDIT									
09	BENEFICIARY'S NAME										
10	IFSC CODE OF THE BRANCH										
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:

DATE :

(Manager / Officer's)

**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

50

ACCEPTING OFFICER