

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

TENDER DOCUMENT (QUALIFICATION BID)

Name of work : Annual Maintenance of Power Tillers and Trailers in Civil Township.

Value of work : Rs. 2.74 Lakhs+ (Applicable service tax)

Tender Notice No : CT: TN: 024 / 16 - 17

Tender Schedule No. : CT: TS: 047 / 16 - 17

Period of Contract : 12 (Twelve) Months.

EMD : Rs.5500 /-(One Time EMD is no more applicable Hence tenderers who had previously remitted one time EMD, shall have necessarily take Full amount of EMD in the form of DD)

Issued to M/s / S/Shri :

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

BHE: P: C: T: 09:

Dt. 02 03 2017

To

Dear Sirs,

Sub: Annual Maintenance of Power Tillers and Trailers in Civil Township.

Ref:

1. **Tender Notice No. CT: TN: 024 / 16 – 17**
2. **Tender Schedule No. CT: TS: 047 / 16 – 17**

Please find enclosed / attached non – transferable tender document containing

1. Qualification bid consisting of Preamble, Specifications, General Conditions of Contract, Norms for Qualification and Qualification Pro forma.
2. Price Bid consisting of Preamble, Bill of Quantities to offer your most competitive rates for all the items.

Tender for the work should be submitted in a sealed cover consisting of 4 (four) inner sealed covers such as

- a. **Qualification bid cover**
- b. **Price bid cover**
- c. **EMD cover and**
- d. **Cover with DD towards cost of tender document (if the document is downloaded as described in 2nd para in Sl. No. 1 below) all super scribing the name of work, tender schedule number, the contents etc.,**

1) EMD cover shall contain requisite EMD (Rs. 5500/-) in the form of DD. Tender without EMD will be summarily rejected and the respective qualification bid shall not be opened.

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

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

2) Qualification bid cover shall contain duly filled in qualification bid document signed by the tenderer in all the pages with documentary evidences for pre-qualification such as experience, value of work executed in the similar nature of work, etc. Any bid without proper documentary evidence for pre-qualification shall not be considered for further evaluation.

CONTRACTOR

2

ACCEPTING OFFICER

The work shall be carried out as per Department Work & Safety procedure, AWS / BIS specifications, standard code of practice and as per the instructions of Engineer-in-charge. The brief description of items of work is given in the bill of quantities provided in the Price Bid. **Tenderer has to quote Common single Percenatge Rate (Below (100-X)% / At Par(100)% / Above(100+X) %) to be Quoted with respect to the rates provided in the Bill of Quantities provided in the Price Bid.** Individual item rates shall be derived based on the quoted common single percentage shall be deemed to be the contracted rates for various BOQ items for all purposes.

(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 of **Rs. 5500/-** for the work in the form of Demand Draft in favour of **BHEL, Trichy** shall reach the office of the undersigned on or before **17 03 2017 at 14 : 00 hrs.** Tenderers who had already remitted on time EMD should furnish the details of cash receipt No. _____ dt. _____, on the top of EMD cover. EMD in any other form will not be accepted. The qualification bid will be opened on the **same day at 14 : 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 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 **DGM / Civil / Planning (F&T), Bldg. 53, BHEL, Trichy – 620 014, Tamil Nadu** on or before **17 03 2017 at 14 : 00 hrs.**

The late tenders received after the tender submission / opening time will be summarily rejected and will not be considered for any reason.

Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, changes, Errata, Modifications, Revisions, etc. to Tender Specifications will be hosted in BHEL webpage (www.bhel.com --> Tender Notifications --> View Corrigendum) and not in the newspapers. Bidders to keep themselves updated with all such information. One set of tender documents shall be retained by the bidder for their reference.

Clarification if any, can be obtained contacting following phone No. 0431 – 257 1937 / 257 4658.
Fax no. : 0431 – 2520710.

Email id: akila@bheltry.co.in / devapurush@bheltry.co.in

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

Thanking you,

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

DGM / CIVIL / PLANNING (F&T)

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

PREAMBLE

Name of work:Annual Maintenance of Power Tillers and Trailers in Civil Township.

Value of Work:2.74 Lakh Period of Contract:12 Months

SCOPE: The scope of work includes Labour charges for complete overhauling, Gear Box complete service, resetting of main clutch shaft,Main clutch shaft oil seal. Main clutch Bearing etc.,

01. Time is the essence of the contract. The contractor should make all efforts to complete the work in the stipulated time.
02. Usually, working hours are limited to daytime 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.
03. The tenderers are advised to visit the site and get themselves acquainted with the site conditions before submitting the offer.
04. **The following eligibility criteria shall be complied to fulfill the Qualification Bid:-**
 - a) **Contractor should have PAN,EPF,ESI.**
 - b) **During last seven financial years ending Feb – 2017 should have successfully completed similar works of**
 - a. **Three similar works each not less than 40% of the estimated cost or**
 - b. **Two similar works each not less than 50% of the estimated cost or**
 - c. **One similar work each not less than 80% of the estimated cost.**

Similar work means Tillers and Trailers Maintenance Works / Auto Mobile Mechanical Maintenance Works

05. Documentary evidences (Xerox copies – Gazetted officer attested & self-attested) for, work experience, PAN 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.
06. The works executed in the own name of the tenderer only will be considered for eligibility criteria. Dissimilar / irrelevant works will not be considered for eligibility criteria. Similar work means Tillers and Trailers Maintenance Works / Auto Mobile Mechanical Maintenance Works
07. 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 Notofication → List of Banned firms).
08. BHEL reserves its right to reject the offer on account of unsatisfactory past performance by the present tenderer in another project / sister unit awarded under different enquiry.
09. **Documents submitted along with the offer shall be duly signed and stamped in each page by bidder/authorized representative of the bidder and also those qualification papers copies should be attested by the gazetted Officers.**
10. **The norms for Qualification is attached in this Qualification Bid Document.**

CONTRACTOR

4

ACCEPTING OFFICER

11. 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
12. Tender Value is only approximate and liable for variation without entitling the tenderer to any compensation, provided the total value of contract does not vary by more than 20% (twenty percentage).
13. Quoted rate shall be firm throughout the contract period of **12 (Twelve) months** and extended contract period also and no cost escalation is allowed on any account.
14. The successful tenderer has to raise invoice in running bills based on the measurements written in the Measurement Book.
15. The work shall be carried out as per Work & Safety procedure and as per the instructions of Engineer-in-charge.
16. The brief description of item(s) of work is given in the bill of quantities provided in the Price Bid. **Tenderer has to quote Common single Percentatge Rate (Below (100-X)% / At Par(100)% / Above(100+X) %) to be Quoted with respect to the rates provided in the Bill of Quantities provided in the Price Bid.** Individual item rates shall be derived based on the quoted common single percentage shall be deemed to be the contracted rates for various BOQ items for all purposes.
- 17.

1) 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, Central or Provincial Excise Tax, Sales Tax and any other taxes leviable under the State or Central Government rules. The Bharat Heavy Electricals Ltd., will not entertain any claim whatever in this respect.

The percentage quoted shall not include service tax. However the service tax as applicable for this contract work can be claimed from BHEL along with their monthly bills for further payment to be made to the authorities concerned. The contractor has to submit the service tax payment challan as a documentary proof of having paid the service tax for the previous bill for which he has received the service tax payment along with the subsequent bill for which payment has to be processed.

The L1 position based on the quoted values (subject to calculations) excluding service tax, will not necessarily mean L1 for a vendor, but the net liability to BHEL, after considering the service tax criteria for the vendors who had participated in the tender In case of exemption from the payment of service tax, the contractor has to submit a declaration along with necessary documents to substantiate the declaration.

2) 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.

3) Bonus Clause, PVC & ORC :

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

4) LD/Penalty:

LD for penalty clause is applicable as per General Conditions' of contract (Clause 41) which is reproduced 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 ½ percent per week
Exceeding 6 months and not exceeding 2 years.
- c. Completion period (as originally-stipulated) -- at ¼ 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) -- 7½ 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."

- 18. For any clarification on the tender document, the bidder may seek the same in writing or through e-mail, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 19. 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.
- 20. The contractor should bring necessary machineries as and when required for the work without any delay. Also required number of the tools & Plants / instruments shall be made available always at site for the works.

21. Exclusive lorries to be deployed on daily basis to clear the debris generated and on no account the debris can be left for more than three days. Otherwise BHEL would clear the debris at the contractor's risk and cost.
22. The responsibility of clearing the debris and cleaning the area immediately after the completion of work lies with the contractor. The contractor should ensure more care while working at residents and other places of importance.
23. 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, power etc.
24. The contractor has to carry out the work without affecting the working environment.
25. The contractor has to execute any item of work irrespective of the quantity without any reservation.
26. The decision of Engineer-in-charge shall be final and binding on the contractor regarding clarification of items in this tender schedule.
27. 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.
28. The working hand including Supervisors should wear the personal protective items and safety measures such as helmets, safety belts, shoes, etc., before entering into working place.
29. The works contract to be entered into with the successful tenderer will be governed by the BHEL Revised General Conditions of Contract in force.
30. 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.
31. Tenderers are requested to furnish the duly filled in E format attached as separate sheet along with a cancelled cheque leaf to accept Electronic fund transfer / RTGS transfer for any payment from BHEL, Trichy.
32. a) Bank Guarantee format for security deposit is enclosed in Qualification bid to use by the successful tenderer. (Ref **Page No. 15 to 17** of Qualification Bid)
b) The Bank Guarantee bond (BG) is to be submitted on Non Judicial Stamp Paper of Rs.100 and should be only from any one of the banks as per the list of consortium banks in India enclosed in the Qualification Bid. (Ref **Page No. 18** of Qualification Bid)
33. The successful tenderer has to ensure minimum wages payment to their labours as per the rule of the state and they have to produce documentary evidence to that effect to BHEL. At present the Tamil Nadu State Government Minimum wages declared is enclosed for your reference (Ref. **Page No. 09**) 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.
34. **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

"The contractor has to disburse the salary/wages for their workmen preferably through Bank. If wages are paid through Banking channel, the relevant Bank statement/proof for Bank payment should also be produced along with PF and ESI challans to Welfare Section every month."

35. 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.
36. 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.
37. The contractor shall remit PF & ESI contributions (for both employer and employee) for the workmen engaged in this work.
38. Tenderers are requested to quote their offer after taking into account of the above factor also.
39. In all matters of dispute the decision of General Manager BHEL Tiruchirappalli 620014 is final and binding on the successful tenderer. **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.**
40. The contractor shall comply with all applicable State and Central Laws, Statutory Rules, Regulations, Notifications, etc. such as Payment of Wages Act, Minimum Wages Act, Workmen Compensation Act, Employer's Liability Act, Industrial Disputes Act, Employers Provident Act, Employees State Insurance Scheme, Contract Labour (Regulation and Abolition) Act, 1970, Payment of Bonus & Gratuity Act, Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996, The Building and Other Construction Workers" Welfare Cess Act, 1996 and other Acts, Rules, and Regulations for labour / workers as applicable and as may be enacted by the State Government and Central Government during the tenure of the Contract and having force or jurisdiction at Site. The Contractor shall also comply with provisions of and give all such notices to the local Governing Body, Police and other relevant Authorities as may be required by the Law.
41. The successful tenderer will deduct the necessary amount from his employees towards provident fund & ESI and contribute the equal amount as per Government of India rules. This amount will be deposited regularly to the Provident Fund & ESI Authorities concerned and account code obtained. The successful tenderer shall submit the above account code duly certified by PF & ESI authorities to BHEL project – in - charge. Also all other employees' benefits are to be borne by the contractor as per statutory laws.
42. It is the sole responsibility of the contractor to insure his materials, equipment, workmen, etc. against accidents and injury while at work and to pay compensation, if any, to workmen as per Workmen's compensation Act. The work will be carried out in a protected area and all the rules and regulations of the client / BHEL in the area of project which are in force from time to time will have to be followed by the contractor.
43. If at any time during the execution of work, it is noticed that the work is suffering on account of non-availability / shortfall in provision of resources from the successful tenderer's side BHEL will make suitable alternate arrangements at the risk and cost of contractor. The expenditure incurred with overheads thereby shall be recovered from the successful tenderer.
44. The successful tenderer shall obtain independent Labour License under the Contract Labour (regulation and abolition) Act from the concerned authorities based on the certificate (form-V) issued by BHEL.
45. BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.
46. The contractor shall ensure compliance of EPF & MP Act 1952, by the subcontractors , if any engaged by the contractor



BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI - 14
HUMAN RESOURCE MANAGEMENT

CIRCULAR

No. BHEL: HR: WEL: MW

Date: 31.03.2016

ALL CONTRACT EXECUTING/AWARDING OFFICIALS

- Sub. : Minimum Wages Act 1948 – Fixation of Minimum rates of wages for the employment in “General Engg. and Fabrication Industry” – Revision of DA – Reg.
Ref. : Notification No. Z3/9329/2016 dated 24.03.2016 from the Commissioner of Labour, Chennai.600 006

Consequent upon the increase in Dearness Allowance payable under the Minimum Wages Act from Rs. 4575.00 to Rs.5196.00 per month to those employed in “General Engineering and Fabrication Industry”, the Minimum Wages payable by the Contractors to their workmen engaged in the following categories would be as follows with effect from 01/04/2016:

Sl. No.	Category	Minimum Basic Wages per day	Minimum DA per day	Total Minimum Wages per day	Minimum Basic Wages per month	Minimum DA per month	Total Minimum Wages per month
1	Unskilled Worker	Rs.123.00	Rs.200.00	Rs.323.00	Rs.3690.00	Rs.5196.00	Rs.8886.00
2	Semi-Skilled Worker	Rs.133.00	Rs.200.00	Rs.333.00	Rs.3990.00	Rs.5196.00	Rs.9186.00
3	Skilled Worker	Rs.139.00	Rs.200.00	Rs.339.00	Rs.4170.00	Rs.5196.00	Rs.9366.00
4	Supervisor				Rs.3956.00	Rs.5196.00	Rs.9152.00

Contract Awarding / Executing Executives are requested to ensure that the contractors make payment to their workers not less than Minimum Wages as stated above.

SDGM (HR-Welfare and Recruitment)

Cc:

All HR Executives
Sr.Manager/HR/PC/Chennai
Sr.Manager/HR/PPPU/Thirumayam
AGM/Finance
GM/Finance
AGM/HR
GM/HR

Guidelines for Suspension of Business Dealings with Suppliers / Contractors

PREAMBLE

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

SCOPE

- a. For the purposes of these Guidelines, Company means the Bharat Heavy Electricals Limited.
 - b. These Guidelines will be applicable to Supplier (which will include vendors, suppliers and contractors) i.e. to say:
 - i. An entity that has applied for registration in any Unit of the Company for any material/service category.
 - ii. A bidder in a tender notified by the Company;
 - iii. An entity which has been awarded a contract.
- Note:** The term “Tender” or “Contract” referred to in sub-clause (ii) and (iii) as above, refers to tender or contract notified or awarded, as the case may be, by the Company.
- c. Any action under these Guidelines shall be without prejudice to all remedies available under the contracts with the Suppliers or other legal provisions.
 - d. If a Supplier, who has participated in a tender/ entered into a contract with BHEL as an Agent/ Trader/ Dealer/ Stockist/ Distributor/ Channel partner etc. (hereinafter referred to as Agent) of an identified Principal/ OEM/ Mills/ Works/ Plants (hereinafter referred to as Principal) for that bid/ contract, then action as per these guidelines can be undertaken against the Principal as well as Agent as appropriate.
 - e. In case of the supplier being a Sole Proprietorship firm or a Partnership firm, action under these Guidelines shall be taken against both
 - i. The Sole Proprietorship firm and the Sole Proprietor; or, as the case may be;
 - ii. The Partnership firm and all the partners thereof.

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

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

1.0 Suspension of business dealing with Suppliers

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

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

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

1.1 Hold

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

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

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

- II. Two consecutive delays, for reasons of delay attributed to the Supplier, in execution of the contracts where delay occurred is such that
 - a) prescribed maximum LD time limits of the contracts is exceeded or
 - b) delay period has equaled/ exceeded half the original delivery period specified in the contracts whichever among the above is earlier.
- III.
 - a) Overall SPR (Supplier Performance Rating) in that particular Unit in line with SEARP falls below 60% of the specific material category.
 - b) Bids of contractors (in PS-MSX portal) shall not be considered (if average score of last six months falls 60% or below as per guidelines for evaluation of capacity of bidders formula).

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

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

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

- i) Supplier tampers with tendering procedure affecting ordering process.
- ii) Supplier has misused BHEL documents/ drawings/ technical information or has breached the confidentiality agreement with BHEL.
- iii) after placement of order, Supplier fails to execute the contract.
- iv) within warranty period as per contract, Supplier continues to supply low/ less/ non-performing equipment/ services, repetitive failures, remains non-responsive.

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

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

1.2.1

- i) After price bid opening but before placement of order, Supplier withdraws his offer or varies it in any manner within the validity period.
- ii) Supplier is found to be responsible for submitting fake/ false/ forged documents, certificates, or information or misrepresentation/ wilful suppression of facts, or has resorted to unethical, illegal means.
- iii) In spite of warnings, the Supplier persistently violates or circumvents the provisions of labour laws/ regulations/ rules or other statutory requirements.
- iv) Supplier is found to be involved in cartel formation or in any other act so as to influence the bidding process or influence the price.
- v) The Supplier has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage, coercion etc.
- vi) The Supplier is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings.
- vii) Supplier is found to have obtained any internal information/ documentation of BHEL by unauthorized means.
- viii) The foreign Principals along with the representing Agent shall be banned together if information submitted by them about their precise relationship, commission/ remuneration etc. payable/ receivable and other particulars as asked by BHEL, as per the extant guidelines regarding dealing with Agents of Foreign Suppliers is found false/ incorrect, at any stage.
- ix) Supplier has substituted, damaged, failed to return, or unauthorizedly disposed off free issue materials/ tools etc. of BHEL.

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

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

3.0 Procedure

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

3.4) Interim Suspension:

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

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

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

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

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

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

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

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

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

a) the date of its issuance;

Or,

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

5.0 Contractual obligations:

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

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

5.1.2 Depending upon the type of hold, in ongoing cases where Techno-commercial Bids are under evaluation and any of the participant Supplier has been put on Hold, then the tender may be processed excluding the bid of that Supplier. However, if Price Bid has been opened and that Supplier happens to be L-1, then re-tendering is to be resorted to, excluding the Supplier.

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

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

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

6.0 Lifting of Suspension

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

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

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

(TO BE STAMPED IN ACCODANCE WITH STAMP ACT)

BANK GUARANTEE FOR SECURITY DEPOSIT

1. **THIS DEED OF GUARANTEE made this..... day of(month).....(year)**
By(Bank 's full address) in favour of M/s Bharat Heavy Electricals Limited, Unit :
Thiruverumbur, Tiruchirapalli 620 014, having its Registered Head Office at BHEL House, Siri Fort ,
New Delhi 110049.

2. **WHEREAS M/s Bharat Heavy Electricals Limited (hereinafter called the "COMPANY")**
have placed work order(s) which are pending as on date and also proposes to place further work
order(s)) (hereinafter called the "CONTRACT") upto..... (Date) for fabrications/ for
machining/supply of pressure and non – pressure parts with M/s.....(CONTRACTOR'S Full
address) (hereinafter called the "CONTRACTOR /SUPPLIER") and as per the terms of the contract,
the company has issued /proposes to issue raw materials to the contractor to enable them to complete
the work.

- 3.**AND WHEREAS one of the conditions for placing such contract(s) is that the Contractor/ Supplier**
shall provide the Company a Bank Guarantee for Rs.in lieu of cash and towards the
security deposit for the raw materials supplied and to be supplied, in pursuance of the
contract(s) already placed but pending as on date and the contract(s) to be placed from time
to time upto (Date) and also for the satisfactory performance and completion of
work/supply as per the terms and conditions of the said contract(s).

- 4.**AND WHEREAS the Contractor/ Supplier..... approached the**
(Bank) and at their request and in consideration of the arrangement arrived at between the said
Contractor / Supplier and the said Bank,

5. We(indicate the name of the bank with full address), do hereby undertake to pay
the amounts due and payable under this guarantee without any demur, merely on a demand from the
Company stating that the amount claimed is due by way of loss or damage caused to or would be
caused to or suffered by the Company by reason of breach by the said Contractor(s) of any of the
terms and conditions contained in the said Agreement or by the reason of the contractor(s) 'failure to
perform' the said agreement. Any such demand made on the Bank shall be conclusive as regards
the amount due and payable by the Bank under this guarantee. However, our liability under this
guarantee shall be restricted to an amount not exceeding Rs._____.

6. **We..... (Bank) , further assure that the Contractor/ Supplier shall be responsible for**
the safe custody and protection of the raw materials that have been supplied/and to be supplied
by BHEL under the contract(s) already placed but pending as on date and to be placed upto
.....(date) against all risks till they are delivered back as finished products to
BHEL as per the terms and conditions of the Contract or as they may direct and until such
time, the Contractor/ Supplier shall hold the raw materials in trust for BHEL and shall not
alienate the same in any manner whatsoever by way of sale or mortgage or charge or
hypothecation etc. in favour of any one else including the bank herein or any other banks
/financial institutions etc.
The raw materials shall always remain the property of BHEL and the Bank shall indemnify
BHEL against the loss, damage or deterioration whatsoever in respect of the said raw materials
while in the possession of the Contractor/Supplier. The raw materials of BHEL shall always
be open for inspection by any Officer authorised by BHEL. The liability under this Guarantee
is a continuing one covering all contracts already placed but pending as on date
and to be placed up to.....(date) and should any loss or damage occur on account of
the breach of the terms and conditions of the said contract(s) by the Contractor/ Supplier or
should any surplus raw materials become due to the Company under the Contract(s) and
remains undelivered by the Company, the Bank shall indemnify the Company for the loss
/damage for the value of raw materials for Rs...../- (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).

CONTRACTOR

15

ACCEPTING OFFICER

7. We undertake to pay unconditionally to the Company any money so demanded notwithstanding any dispute(s) raised by the Contractor in any suit, or proceedings pending before any Court or Tribunal or Arbitration or before any other authority relating thereto our liability under this present being absolute and unequivocal. The payment under this guarantee would not wait till the disputes have been decided by any Court or Tribunal or in the arbitration proceedings or by any other authority. The payment so made by us under this Bond shall be a valid discharge of liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.
8. We.....(indicate the name of Bank), further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____Office / Department/ Division of the Company certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
9. (i) Unless a demand or claim under this guarantee is made on us in writing on or before the _____we shall be discharged from all the liability under this guarantee thereafter. But where such claim or demand has been preferred by the Company with the Bank before the expiry of the said date, the claim shall be enforceable notwithstanding the fact that the said enforcement is effected after the said date.
(ii) For the purpose of this clause, any letter making demand on the Bank by M/s. BHEL dispatched by Registered Post with Ack.Due or by Telegram or by any Electronic media addressed to the above mentioned address of the Bank shall be deemed to be the claim / demand in writing referred to above irrespective of the fact as to whether and when the said letter reaches the Bank, as also any letter containing the said demand or claim is lodged with the bank personally.
10. We(indicate the name of Bank), further agree with the company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating would but for this provision have effect of not so relieving us.
11. **This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).**
12. It shall not be necessary for the company to proceed against the contractor before proceeding against the guarantor-bank and the guarantee herein contained shall be enforceable against them notwithstanding any security, which the company may have obtained or obtain from the Contractor shall, at the time when proceedings are taken against the guarantor hereunder be outstanding or unrealised.
13. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Tiruchirapalli.
14. The guarantor hereby declare that it has power to execute this guarantee and the executant has full powers to do so on its behalf under the proper authorities granted to him/them by the the guarantor.

15. We(indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the company in writing.

In witness whereof we....., (indicate the name of Bank) have hereunto setout Bank Seal the _____day _____month 200

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

The Bank Guarantee bonds (BG) are to be submitted on nonjudicial 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.

BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
Unit : TIRUVERUMBUR, BOILER PROJECT, P.O.
TIRUCHIRAPALLI - 620 014.
CIVIL ENGINEERING DEPARTMENT (TOWNSHIP)

NOTICE INVITING TENDER

01. Name of work : **Annual Maintenance of Power Tillers and Trailers in Civil Township.**
02. Estimated Cost : **Rs.2.74 Lakhs + (Applicable service tax)**
03. Earnest Money Deposit : **Rs.5500/-**
04. Completion Time : **Twelve (12) Months**
(From the date of commencement of the work which will be reckoned from the date of the site, handed over to the Contractor)
05. Cost of Tender Document : **Rs. 750/- (including Sales Tax)**
This amount will not be refunded under any circumstances
06. Last Date for Receipt of Tenders : **14.00 Hrs. On 17 03 2017**
07. Date of Tender Opening : **14.00 Hrs. On 17 03 2017**
08. Maintenance Period : **Nil**

This document contains ...**51 Pages** in Qualification Bid & **19 Pages** in Price Bid including Bill of Quantities.

Issued to **Messrs. / Thiru** :

ISSUING OFFICER

CONTRACTOR

19

ACCEPTING OFFICER

INSTRUCTIONS TO TENDERERS

1. The tender is open to all Contractors. The Contractors not borne on the approved list of contractors of this Organization must submit the following testimonials simultaneously with their tenders.
 - i. A Certificate to establish that the tenderer is an independent contractor working on his own
 - ii. At least two certificates from responsible Officers of Government of Firms of repute, regarding the tenderer's capacity to undertake to undertake and carryout the work tendered for or similar work satisfactorily

NOTE :

- a) Copies of testimonials unless attested a Gazetted Officer will not be accepted
 - b) Non – Submission of the above testimonials simultaneously with the tenders may result in the tender being rejected
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. The tenderer is advised to obtain the tender documents in person or by a messenger duly authorized to do so. The BHARAT HEAVY ELECTRICALS LIMITED will not under any circumstances accept responsibility for the non – receipt of delay in the receipt of the tender documents by the tender.
 4. Rate for each item of the tender schedule should be quoted in FIGURES and in WORDS. In case of any difference in the rates quoted in figures and in words, the lower of the two rates will be taken as the tendered rate. Unit rate quoted shall be the basis for arriving the total value of the tender. The total amount for every item shall be arrived by multiplying the unit rate with the quantity indicated for that item. In case of any arithmetic deviation is noticed in the total amount, the same will be corrected and evaluated by taking unit rate as basis and multiplying with the quantity indicated.
 5. Rate quoted shall include all royalties, terminal taxes, Octroi duties, Central or Provincial Excise Tax, Sales Tax and any other taxes leviable under the State or Central Government rules. The Bharat Heavy Electricals Ltd., will not entertain any claim whatever in this respect. The item 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, labour colonies, establishment, services, roads, revenue expenses, overheads, profits & all other incidentals etc., complete.

The rate quoted shall not include service tax. However the service tax as applicable for this contract work can be claimed from BHEL along with their monthly bills for further payment to be made to the authorities concerned. The contractor has to submit the service tax payment challan as a documentary proof of having paid the service tax for the previous bill for which he has received the service tax payment along with the subsequent bill for which payment has to be processed.

The L1 position based on the quoted values (subject to calculations) excluding service tax, will not necessarily mean L1 for a vendor, but the net liability to BHEL, after considering the service tax criteria for the vendors who had participated in the tender. In case of exemption from the payment of service tax, the contractor has to submit a declaration along with necessary documents to substantiate the declaration
 6. Tender Value is only approximate and liable for variation without entitling the tenderer to any compensation, till the total value of contract vary by (\pm) **20%** (Twenty Percentage)
 7. Quoted rate shall be firm throughout the contract period of **12 (Twelve) months** and no cost escalation is allowed on any account including extended period if any.
 8. The works contract to be entered in to with the contractor will be governed by the BHEL Revised General Conditions of contract in force.

9. 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 Endeavour 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 by discovered and shall make no subsequent claim on account thereof.
10. 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.
11. Where the tender called for covers only the building work and excludes internal services such as sanitary and water supply installations, electrification etc., the building contractor will have to leave pockets, holes, etc., as required for other works and will have to phase his work to ensure smooth progress of the work of the other agencies also as directed by the Engineer – in – charge.
12. Where the tender schedule contains special items of work such special floor finishes, foam concrete for insulation, special water proofing treatment to roofs etc., it will be entirely at the discretion of the Project Authorities to allot these items of work to other contractors specialized in these works. In such cases, the main building Contractor will have to tender all necessary co-operation to the agencies involved so as to ensure the smooth progress of all work.
13. The contractor's responsibility under this shall commence from the date of receipt of the contract order of acceptance of his tender. The scheduled period of completion for this work will be as mentioned in **page No. 19**, and the Contractor will have to plan his work accordingly.

14. Earnest Money Deposit:

14.1) 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.

14.2) Rates of EMD shall be as under:

For works/ services costing upto Rs 10 Crs	2% of the estimated cost
For works/ services with costing more than Rs10 Crs	Rs 20 lakhs plus 1% of the estimated cost over Rs 10 Crs

14.3) 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)**

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

14.4) 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.**
- 14.5) **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.**
- 14.6) **EMD shall not carry any interest.**
- 14.7) **EMD of successful tenderer will be retained as part of Security Deposit**
15. Should a tenderer or a contractor on the list of approved Contractors have a relative, or in the case of 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.
16. If tenderer expires after the submission of his tender or after the acceptance of his tender the BHEL may, at their discretion, cancel 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.
17. The 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.
18. If the tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, the Bharat heavy Electricals Limited, reserves the right to reject such tender at any stage.
19. Words importing the singular number shall also be deemed to include the plural number and vice versa where the context so requires.
20. The expenses for competing and stamping the agreement shall be paid by the contractor.
21. 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, those contained in the Tamil Nadu Building Practice Standard Specifications or other specifications approved by the Bharat Heavy Limited, Shall apply.
22. Tenderers shall not increase their quoted rates in case the Bharat Heavy Electricals Limited, negotiates for negotiation for reduction of rates. Such negotiation shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted shall be binding on the tenderes for a period of three months from the date of opening of tenders.
23. 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
24. 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: Annual Maintenance of Power Tillers and Trailers in Civil Township.

ESTIMATED COST : Rs.2.74 Lakh+ (Applicable Service Tax)

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 **DGM / CIVIL / PLANNING (FY & TS)** Bharat Heavy Electricals Limited, Tiruchirappalli – 620 014. Up to 14.00 Hrs. on **17 03 2017** and will be opened on the same day at 14.00 Hrs. at the **Office of the DGM / CIVIL / PLANNING / (FY & TS)** in the presence of such of those tenderers. Or their agents who may choose to attend.
2. TENDER FORMS and other particulars regarding the proposed work can be obtained on any working day from 8.00 A.M. to 4.30 P.M. up to **16 03 2017** on payment of the prescribed sum of Rs. **750/-** per set including (Sales Tax) in the form of Demand Draft Amount nor refundable.
3. TENDERS must be submitted in sealed covers and should be addressed to the 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. Percentage rate should be quoted in figures as well as in words with reference to each item and for all the items shown in the attached schedule. These rates shall be for the finished work in site.
7. QUANTITIES shown in the attached schedule are only approximate and are liable to variation without entitling the Contractors to any compensation, provided the total value of the Contract does not vary by more than **20%** (twenty percent).
8. 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.
9. Before tendering, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other 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.
10. The rates quoted in the tender shall remain valid for a period **THREE MONTHS** from the date of opening of tenders.
11. In the event of tender being submitted by firm the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of attorney on behalf of the firm concerned in the latter case a copy fo the power of attorney duly attested by a Gazetted Officer must accompany the tender.

CONTRACTOR

23

ACCEPTING OFFICER

12. Every tender must be accompanied with EMD for the amount as specified in any of the form mentioned in Para 14 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.

13. Security Deposit

13.1 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.

13.2 Security Deposit may be furnished in any one of the following forms:

- i. Cash (as permissible under the extant Income Tax Act).
- 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)

13.3 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

14. Unless the contractor whose tender is accepted signs the Contract Agreements and makes the necessary advance specified in Bill of quantities of this tender 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.
15. 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.

16. 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.
17. Tenders not submitted on the prescribed form are liable to be rejected
18. The work must be completed within a period as mentioned in Notice inviting Tender.
19. The Chairman / General Manger / Deputy General Manager / Deputy Manager / Senior Engineer shall be Accepting Officer, herein after referred to as such for the purpose of this contract.
20. This tender notice shall be deemed to form an integral part of the contract to be entered into for this work.
21. The tenderers are advised to go through the condition stipulated in Tender document & code of conduct for 'Health & Safety of Contract Labourer' in details. 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, TIRUCHY - 620 014
CIVIL ENGINEERING DEPARTMENT (TOWNSHIP)
NORMS FOR QUALIFICATION

NAME OF WORK: Annual Maintenance of Power Tillers and Trailers in Civil Township. Tender schedule No. CT: TS: 047 / 16 – 17; Tender Notice No. CT: TN: 024 / 16 -17;	Estimate value Rs. 2.74 Lakhs
---	--

S. No.	ELIGIBILITY: -
1.	Pan Card,EPF,ESI
2.	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 (ie ending Feb 2017)should be either of the following a. Three similar completed works costing not less than the amount equal to 40% of the estimated cost. <p style="text-align: center;">(or)</p> b. Two similar completed works costing not less than the amount equal to 50% of the estimated cost. <p style="text-align: center;">(or)</p> c. One similar completed work costing not less than the amount equal to 80% of the estimated cost.
	Similar works means <u>Tillers and Trailers Maintenance Works / Auto Mobile Mechanical Maintenance Works</u>

CLIENT'S CERTIFICATE REGARDING PERFORMANCE OF CONTRACTORS

Name & Address of the Client

.....

Details of works executed by Shri . M/s

.....

1. Name of work with brief particulars :
2. Agreement No. and date :
3. Date of commencement :
4. Stipulated date of completion :
5. Actual date of completion :
6. Details of compensation levied for delay, if any:
7. Tendered amount :
8. Gross amount of the work completed :
9. Name and address of the authority under whom work executed :
10. Whether the contractor employed qualified Engineer/Overseer during execution of work? :
11. (i) Quality of work (indicate grading) : Outstanding/V.Good/Good/Poor
 (ii) Amount of work paid on reduced rate basis, if any :
12. (i) Did the contractor go for arbitration ? :
 (ii) If yes, amount of claim :
 (iii) Amount received :
13. Comments on the capabilities of the contractor
 - (a) Technical Proficiency : Outstanding/V.Good/Good/Poor
 - (b) Financial Soundness : Outstanding/V.Good/Good/Poor
 - (c) Mobilisation of adequate T & P : Outstanding/V.Good/Good/Poor
 - (d) Mobilisation of manpower : Outstanding/V.Good/Good/Poor
 - (e) General behaviour : Outstanding/V.Good/Good/Poor

NOTE: All columns should be filled in properly.

Signature of the Certifying Officer
 with Official seal.

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS

1. No night work will be permitted without the written permission of the Engineer – in – charge.
2. Bulkage test on the sand to be used on the work should be conducted periodically to arrive at the correct quantity of sand to be mixed for the different proportions as and when required.
3. Items of work other than those mentioned in the Bill of Quantities (Tender Schedule) attached hereto will be carried out at the rates to be fixed by this organization as per relevant clauses of the General Conditions of Contract.
4. **(a) 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.
5. Permission for erection of temporary work sheds etc., at site will have to be obtained from BHEL in writing in advance.
6. The works contract to be entered into with the successful tenderer will be governed by the BHEL revised General Conditions of Contract in force.
7. The successful tenderer / Contractor shall observe all safety regulations and take necessary safety precaution as called for under the "BHEL General Conditions of Contract and Safety Precautions" enclosed herewith.
8. 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.
9. Some changes are likely in the quantities furnished as well as in the layout, design and specifications of the work. The rate quoted shall be deemed to be inclusive of all such contingencies.
10. All the materials to be used in the work and nature of work shall conform to respective TNBP, IS and National Buildings Organisation Standard Specifications and shall be got approved by the Engineer – in – charge before actual incorporation in the work

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 license number to the BHEL Management before taking up the work.
5. The Contractor (Licensed or unlicensed) shall promptly furnish every information and document required by BHEL authorities for the purpose of fulfilling their obligations as Principal Employer and / or Occupier of the Factory and shall render all necessary assistance for the same.

WAGES

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

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

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

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

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

At present the Tamil Nadu State Government Minimum wages declared is enclosed for your reference (Ref. Page No.09). 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.

Important Note:

"The contractor has to disburse the salary/wages for their workmen preferably through Bank. If wages are paid through Banking channel, the relevant Bank statement/proof for Bank payment should also be produced along with PF and ESI challans to Welfare Section every month."

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 up to 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 premises during a calendar year. This leave shall be allowed during the subsequent calendar year at the rate of one day for every 20 days of work performed by the worker during the previous calendar year. The worker whose services commences on a day other than the first of January shall be

entitled to leave with wages at the above rate (One day for every 20 days of work) only if he had worked for a minimum of 2 /3 of the total number of days in the remainder of the calendar year. This leave will be admissible only during the subsequent calendar year.

31. No woman worker shall be required or allowed to work in the Factory except between the hours of 6.00 A.M. and 7.00 P.M.
32. The Contractor shall comply with the provisions relating to Welfare and Health facilities as provided in the Contract Labour (Regulation and Abolition) Act 1970 read with the Tamil Nadu Contract Labour Rules 1975.

NOTICE OF ACCIDENTS

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

COVERAGE UNDER THE ESI ACT / PF AND MISCELLANEOUS PROVISIONS ACT

35. The contractor shall ensure that all his workmen are covered under the Employee's State Insurance Act and produce to BHEL such Registration Number / Enrolment Number before executing the contract work.
36. The Contractor shall regularly pay the amount of contribution. i.e., employer's contributions as well as employees' contribution pursuant of the above scheme as fixed from time to time. The Contribution payable presently is 1.75% wages to be recovered from his workmen and 4.75% of wages to be contributed by the Contractor. Contributions recovered from employee and contribution made by the contractor may be rounded to the next higher multiples of five paise.
37. The Contractor shall take note of any amendment that may be brought forth in the above contribution rate and act accordingly.
38. The contractor shall ensure that his workmen are covered under the EPF & Miscellaneous Provisions Act 1952 and accordingly produce to the BHEL Management the registration / enrolment number before awarding of contract work. As per the existing provisions every worker shall be entitled and required to become a member of the fund. The employee's contribution payable at present is 12% of wages which will be recovered by the contractor from the wages of his workmen and the contractor should pay equal contribution. The contractor is also liable to pay any administrative charges in this behalf that may be decided from time to time. It will be the responsibility of the contractor to ensure such contribution payable in respect of workmen employed through sub-contractors also.
39. The Contractor shall take note of any amendment in the rate of contribution payable under the scheme from time to time.
40. The Contractor shall within seven days of the close of every month submit to BHEL a statement showing the amount of contribution payable / paid for employees engaged by him or through him and shall also furnish to BHEL such information as Principal Employer is required to furnish under the provisions of the ESI Act and PF as well as the schemes made thereunder to the authorities concerned.
41. Whenever any sum of money is found to be recoverable from or payable by the contractor under the above Act, the sum shall be deducted from any sum that may be due or which at any time thereafter may become due to the Contractor under this contract or under any other contract or from his security deposit. In case the recoveries are not sufficient to satisfy the claim, the contractor shall pay the balance thereof on demand.

In case any recoveries are made under this clause from security deposit, the contractor shall immediately thereafter pay such further sums as may be required to replenish the shortage caused by such recoveries in amount of security deposit.

42. The Contractor shall abide by all the labour and other laws applicable to contract labour / worker under this contract and shall at all times keep BHEL indemnified against all loses, claims, prosecutions under any law.
43. In case of non-compliance of any of the provisions of the Acts and in case BHEL having complied with the same, BHEL will be entitled to recover the same from the contractor / sub-contractor.
44. Non-exercise of any of the powers or rights available to BHEL hereunder or under any law, shall not in any way operate as waiver thereof.

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

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

GENERAL SAFETY PRECAUTIONS TO BE FOLLOWED AT WORK SITE DURING EXECUTION

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

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

I. VEHICLE

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

II. MOVEMENT OF VEHICLE

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

III SHIPPING

1. Strong side supports should be provided on both sides of the trailer. The side supports should be fixed in such a way that it cannot be removed even temporarily.
2. Adequate packing must be given for easy slinging operation. The packing materials should be good enough to withstand the load.
3. The stacking of loads in the truck should be evenly placed. The load should not be heaped together or dumped over the chassis.
4. The loaded materials should be fastened tightly with 'WIRE ROPE'. Manila rope or coir rope should not at all be used. There must be side packing such as gunny or rubber tyre between the sharp edge of the job and wire rope in order to avoid cut in the wire rope.
5. There must be minimum two fastenings and it should be more in case of lengthier loads.
6. The wire rope should be in sound conditions i.e, there should not be links, knots or bristles etc.,
7. The wire rope ends should be clamped with 'U' clamps.
8. The load on the truck should not be beyond its standard capacity. The carrying capacity must be clearly marked on the trailer also.
9. The loose pieces should be bundled before loading on the truck.

10. There must be red flags or red lamps for the lengthy loads which extend beyond chassis.
11. The load should not be over hanging more than 3 ft. from the end of the body.
12. The materials should not be stacked too high to avoid hitting against live electric lines.
13. While transporting the scraps, there must be wire knitting cover to prevent falling of scrap.

IV GENERAL

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

BHEL-Trichy : Contractor Safety Guidelines

Following are the points to be ensured for the safety of contract employees.

I. Identity and Entry:

1. The contractors to give identity card to their employees with full details like employee name, company name, age, blood group, contact person with phone no. etc.
2. The contractors not to employ people whose age is below 18 years.
3. HR/Welfare will issue passes to the trained employees only.
4. Welfare has to arrange for necessary infrastructure (biometric entry) for enrolment of new contract workers. Biometric entry system will be made available in North Gate and Unit 2 initially.
5. The data of daily entry of contract workers through biometric will be made available online to the contract awarding departments HR/Welfare.

II. Training:

1. Safety, first aid and fire fighting training to be given to two responsible persons in each contract and they should take care of their groups on day to day working.
2. This shall be done within a period of 2 weeks after awarding of fresh contract.
3. For ongoing contracts the contractors has to identify the persons to be trained within a period of 2 weeks.
4. Driving/operation of Crane/jumbo/Fork lift etc are to be done only by authorized persons.

III. Dress Code:

1. Male employees should enter gates only with Safety shoes, Pants-Shirts, (Dothi, Lungi not permitted).
2. Female employees should enter gates only with Safety shoes. Loose dress must be avoided. (A shirt over saree / chudithar is a must).
3. Normal shoes are acceptable for office area work only.
4. Employees working in canteens can wear sandex.
5. Welfare will finalize and indicate a color coding to be provided in the dresses used by contract employees for uniformity and easy identification of the contract workers.

IV. Procedures:

1. Smoking, audio-playing (mobile phone, iPod, inbuilt music systems etc in the vehicles.) are banned within the factory premises.
2. Moving to unrelated areas must be strictly avoided by the contract employees entering to the other areas only with knowledge of concerned department.
3. Procedure (SOP) given from user departments are to be adopted for all operations and maintenance – e.g. tank cleaning, ET plant maintenance, Sewage maintenance, Oxidation pond maintenance, operation of substation, transformer maintenance etc. User departments agreed to generate procedures incase if not available already (Snake catching, Monkey catching, Honey comb removal etc.).
4. Adequate precautions to be taken while waste removal like paint sludge removal, chromic sludge removal, phenol and tar removal by contract employees.
5. The contractor should clearly inform the hazards involved to the employees MSDS to be displayed.
6. The contract employees involved in tank cleaning, ET plant maintenance, Oxidation pond maintenance should know swimming and strict monitoring should be ensured.
7. Line clearance(LOTO)procedure to be followed during bulb changing, electrical substation maintenance, DSL maintenance, furnace instrumentation etc.
8. Work permits to be obtained for jobs like work at height, excavation, blasting, hot work, pipe line work, roof light maintenance, work at confined space like cellar.
9. Users agreed to initiate the permits for all the works mentioned in the table given below to safety mgt for clearance.

BHEL-Trichy : Contractor Safety Guidelines

Work Permit Instructions

SI No	Works	Instruction
1	Construction, erection & Commission of new and modification of existing civil structure	The contract workers employed shall have sufficient job knowledge shall follow the procedures and dress code
2	Periodical Civil maintenance work at height	Only experienced people shall be allowed to carry out the work at height. Physically fit without any vertigo problem. Wear safety belt and use life line, Net etc.
3	Work at height - including roof light maintenance and furnace work	Only experienced and qualified electrician shall be allowed to carry out the work at height. Physically fit without any vertigo problem. Wear safety belt and use life line, Net etc.
4	Welding work at process plant including pipe lines , PG and acetylene plant	Only experienced people shall be allowed to carry out the work at height. Shall take care of nearby pipeline, remove all flammable materials. Get help from fire service.
5	Crane erection and modification work	Only experienced people shall be allowed to carry out the work. Wear safety belt and use life line. Net etc. Remove all loose material
6	Excavation and Blasting.	Some lapse is noticed obtaining Excavation permit, shall be strictly followed. Only licensed holder shall carry out blasting, accountability shall be properly maintained for the explosives, unauthorised/unapproved explosives shall not allowed. Only authorised equipment shall be used for blasting
7	Fragile roof work	Only experienced people shall be allowed to carry out the work at the fragile roof. Physically fit without any vertigo problem. Wear safety belt and use life line. Net etc. They shall be properly instructed before going to the roof.
8	Confined space work, cellars, furnace ducts	Oxygen level to be checked before work, proper breathing apparatus to be used. Only experienced people shall be allowed to carry out the work at cellars/confined space

10. Specified Speed limit 20 kmph to be followed by all the vehicles entered in factory premises.

11. Procedure given by user departments for spray painting, brush painting and dip painting should be followed. Paint sludge removal, empty tin removals etc. are to be periodically carried out and sent to disposal stores.

BHEL-Trichy : Contractor Safety Guidelines

B. Electrical Contractors:

1. Must ensure proper care before working on electrical lines.
2. Must have obtained line clearance/work permit for all electrical work, panel board cleaning, roof light changing, cable trench works and works in confined areas.
3. After completion of the work the line clearance/ permits must be closed.
4. Must remove all the left out choke, bulbs, tools, fasteners etc. after completion of the work (working on height).
5. Portable machines, lines drilling machines must be with proper plug points.
6. Unused new cables and fittings are to be returned to the concerned. Old cables/ used cables are to be removed and returned properly.

C. Painting Contractors:

1. Must know the characters of paints, thinners, solvents etc before handling.
2. User departments and the contractor must provide Materials Safety Data Sheets (MSDS) for the contract employees involved in painting work.
3. Contractors should provide respirators to the employees doing painting work.
4. User departments should ensure training for contract employees in Fire prevention, fire fighting etc.
5. The training shall be through Fire/Security department.
6. Contract employees must take adequate precaution to prevent fire while working.

D. Civil Contractors:

1. Employees working in Civil constructions should be familiar with the relevant work viz masonry work construction, tiles, partition, floor elevated work etc.
2. Tools, equipment pertaining to their works must be in good condition and with valid certificates. The workers employed must be skill ful enough to complete the work- roof work, work at height, excavation blasting etc.
3. Contractors must check the health of employees specific to occupation periodically and furnish evidence to welfare department/BHEL. This is a must for the works like working at height, Jack hammering, sewage cleaning etc.
4. Vehicles used for construction works like lorries, excavation equipments (JCB), Mixing machines etc., are sound in operating condition.

BHEL-Trichy : Contractor Safety Guidelines

5. User departments should ensure that the applicable procedures are clearly understood by contract employees involved in civil maintenance viz flooring, floor cleaning, building maintenance, water line, pipe lines, storm water, ETP Maintenance etc. The adherence to the procedures must be ensured by contract supervisor.
6. The operators should be licensed, trained and authorized persons. Valid certificates/ documents must be shown on demand.
7. Employees should remove the waste materials from the work spot after completing the works.

E. Transport Contractors:

1. Vehicles carrying materials should have proper registration documents and must be produced on demand to BHEL security staff.
2. The driver of the vehicle must possess valid heavy duty license, vision Test certificates & relevant valid vehicle documents as per the factory Rules and to be produced on demand to the security staff.
3. The cleaner should be knowledgeable enough to give correct direction. Also should not drive inside or take training inside. Every vehicle should have pair of skilled driver and cleaner.
4. No persons other than driver should be allowed to sit or stand on the Prime Movers of the trailer.
5. Should not do Cooking, Bathing, Vehicle cleaning etc. within the premises.
6. The lights on right side (i.e.) over driver's cabin should be in working condition.
7. Both the head lights as well as park lamps must be in working condition.
8. The tire, brake, horn, turning lamps, etc must be in good conditions.
9. The vehicle should not be parked in the road in such a way to cause obstruction to vehicular traffic.
10. There must be a safe distance behind another moving truck.
11. If vehicle got break down, they should attend maintenance work and ensure to avoid oil and grease spillage & traffic issues.
12. Drivers should not do material handling activities.
13. Must not stand under/close to load while lifting the materials
14. Speed limit 20 km/hr to be maintained inside the factory premises.

BHEL-Trichy : Contractor Safety Guidelines

F. 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 operations. The packing materials should be good enough to withstand the load.
3. The stacking of loads on the truck should be evenly placed. The load should not be heaped together or dumped over the chassis.
4. The load on the truck should not be beyond its standard capacity. The carrying capacity must be clearly marked on the trailers also.
5. The loaded materials should be fastened tightly with wire rope. Coil rope should not at all be used.
6. There must be side packing such as gunny, rubber-tire between the sharp edges of the job and Wire rope in order to avoid cut in the wire rope.
7. There must be minimum two fastening and it should be more in case of lengthier loads.
8. The loose pieces should be bundled before loading on the truck.
9. There must be red flags or red lamps for the lengthy load which extend beyond chassis.
10. The materials should not be stacked too high to avoid hitting against live electric lines.
11. Must not lift beyond the capacity (SWL) of mobile cranes.
12. Must keep valid certificates for the individual (inclusive of vision Test certificates) and lifting equipment.
13. Should not use mobile cranes for transporting and dragging

VII Travels/Taxi Contractors:

1. Must have valid documents like Driving license, RC, Insurance, FC, Vision Test Certificate.
2. Max speed limit 20 KM/Hr must be followed, Timing prescribed for entry and exit to be strictly followed. Not to overtake inside the Premises.
3. Seat belt must be worn by taxi drivers, Park cars only in the permitted areas.
4. Using mobile phones while driving and playing iPod, inbuilt music systems etc in the vehicles. are banned within the factory premises.

BHEL-Trichy : Contractor Safety Guidelines

VIII Welfare:

1. The contractors are directed to generate PF number and ensure PF contribution remittance for all contract workmen engaged by them.
2. Bio-Metric Entry for Contract Workmen : Contractors have been directed to cover all the contract workmen engaged by them through Bio-Metric Entry System

XI Health Check up

Contractors must check the health of employees specific to occupation periodically and furnish evidence to welfare department/BHEL for updating. Specific test is a must apart from General Health checkup for the works like

1. Working at height- Vertigo test
2. Mobile crane operator- Vision test, audiometric test
3. Vehicle drivers- Vision test, audiometric test
4. Shot blasting operations- Lung function test, audiometric test
5. Canteen employees- Dermatitis
6. Jack hammering- Lung function test, audiometric test
7. Sewage cleaning- Lung function test,
8. Electro-plating- Skin and respiratory tract
9. Grinding - Lung function test, audiometric test
10. Spray painting - Skin and respiratory tract

X. Safety Equipment:

Contract employees must wear the PPEs relevant to the nature of work in addition to the safety shoes.

1. Welding - Welding Shield and goggles
2. Gas cutting - Aprons, Gas cutting goggles
3. Painting - PVC gloves, PVC apron, respirators
4. Electrical work - Electrical Resistance gloves, gum boots (during rain)
5. Work near hot furnace - Heat resistant gloves & Apron
6. Glass wool related works - Respirators, Barrier Cream
7. Slag removal, cleaning and grinding work - Goggles / dust respirators.
8. Handling of rough and sharp surfaced objects - Leather gloves
9. Sanitary work - Hand gloves, Gum boots
10. Concrete preparation - Gum boots Electrical
11. Work at height - Rubber gloves, Safety Belt, Fall arrestors, Life line Rope.

BHEL-Trichy : Contractor Safety Guidelines

XI. Violations:

The following will be treated as serious violations and appropriate actions are to be initiated by the users.

1. Employing people whose age is below 18 years.
2. Not wearing safety shoes or normal shoes (Contract employees will not be permitted after the security gates).
3. Not wearing PPEs.
4. Working without proper work permit.
5. Possession of mobile phones other than taxi drivers..
6. Using mobile phones while driving .
7. Unauthorized electrical connections .
8. Driving/operation of Crane/jumbo/Fork lift etc by unauthorized persons.
9. Unauthorized operation/driving of lorries, mobile cranes etc.
10. Smoking, alcohol, audio-playing etc.
11. Moving to unconnected areas.
12. Any willful act that creates unsafe conditions .

SCHEDULE - A

Name of Work: Annual Maintenance of Power Tillers and Trailers in Civil Township.

I / We _____ have read the condition of tender attached hereto and agree to abide by such conditions. I/We offer to execute the works in **T.S No. CT: TS: 047 / 16 - 17 for a period of 12 (Twelve) months** at the percentage below / at par / above the rates contained in **Page 9 to 13 of Bill of Quantities of Price Bid.**

I / We further agree to sign an Agreement Bond to abide by the General Conditions of Contract and to carryout all works according to the specifications for materials and works of Bharat Heavy Electricals Limited, Tiruchirapalli-620 014. In case of acceptance of the tender by the BHEL, I / We bind myself / ourselves to execute the contract documents within 7 days after notice that my / our tender has been accepted and this contract has been awarded to me / us and thus failing which I / We shall have no objection to the forfeiture of the Earnest Money amount to **Rs.5500/-** lodged with Bharat Heavy Electricals Limited, Tiruchirapalli-620 014.

I / We further agree to include all tools & plants and consumables required for the work in my / our scope but required power and water will be provided at one point by BHEL at free of cost and based on this, we have quoted our percentage.

Note: Details & Quantities of each item of work shown in the BILL OF QUANTITIES are only approximate and the same is appended below. 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 overall percentage quoted by the contractor Below (100-X %) / At par (100%) / Above (100+X %) of the rates contained in **Page 09 to 13 of Bill of Quantities of Price Bid.**

Sl. No.	Approx. Value of work	Common single Percentage Rate (Below (100-X)% / At Par(100)% / Above(100+X) %) to be Quoted with respect to the rates provided in the Bill of Quantities (all item(s) as enclosed at Page No.09 to 13 of Price Bid.	
		In Figures	In Words
1.	Rs.2.74 Lakhs =100%	Not to be Quoted here To be Quoted in Page No.08 of Price Bid Document.	

CONTRACTOR

45ACCEPTING OFFICER

SCHEDULE 'B'

1. The following materials will be issued FREE of cost to contractor at BHEL Stores / Stock yard.

Sl.No.	DESCRIPTION	PLACE OF ISSUE
1	NOT APPLI CABLE	

- ~~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 to 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 as soon as they are issued to him to the site of work at his own cost.~~
- ~~5. The steel materials if issued will be in random lengths and sizes as stocked by the BHEL and the cost of all cutting, conversion, substitution and fabrication as well as wastage shall have to be borne by the Contractor.~~
- ~~6. The contractor shall from time to time render proper account of all materials issued to him by BHEL. If he fails to do so, no further issue of materials will be made to him and he will be held responsible for any delay in the execution of the work which may occur on this account.~~
- ~~7. Where A.C. Sheets and accessories, Doors, Windows, Sanitary fittings, Special glasses or other items are issued free of cost to the contractor, the contractor will have to make good at his own cost any loss or damage to any part or whole of the items issued to him as above. All wastage within the premises limits as fixed by BHEL will be charged for at the prescribed issued rates of BHEL. Excess wastage will be charged for at punitive rates which will be 100% higher than the issue rates.~~
- ~~8. All surplus materials in good condition which are not returned to the BHEL Stores as also quantities of materials consumed in excess of the max. Permissible limit as fixed by BHEL shall be charged for at punitive rates.~~

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

SCHEDULE 'C'

ISSUE OF TOOLS AND PLANTS TO CONTRACTORS

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

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

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

SCHEDULE 'D'

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

SL.No.	DRAWING NUMBER	DESCRIPTION
1	NIL	

AUTHORITY TO TENDER

Tender Notice No. CT: TN: **024/ 16 - 17**

Office of the

**DGM / CIVIL / PLANNING (F&T)
BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHY – 14.**

Tender Schedule No. CT: TS: **047 / 16 - 17**

~~Lumpsum / Percentage rate / Item rate~~ tender for works required in in **“Annual Maintenance of Power Tillers and Trailers in Civil Township”**

Messrs..... ‘are / is hereby authorized to tender for the above work. The Tender is to be delivered at the Office of the **DGM/ CIVIL / PLANNING (F&T), 53 Building Ground floor** Bharat Heavy Electricals Limited, Thiruverumbur, Tiruchirappalli – 620 014, **up to 14:00 hrs. on 17 03 2017** –addressed to the **DGM / Civil / Planning(F&T),Building No.53 Ground floor,** BHEL. Tiruverumbur, Tiruchirapalli – 620 014 superscribing the name of work as mentioned above.

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

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

Issuing Officer with Designation

CONTRACTOR

48

ACCEPTING OFFICER

Contract Agreement No.....

TENDER

To

DGMCIVIL/PLANNING(F&T)
Bharat Heavy Electricals Limited
Unit : Tiruverumbur
TIRUCHIRAPPALLI – 620 014.

I / We hereby offer to carry out the work of **Annual Maintenance of Power Tillers and Trailers in Civil Township.**

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

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

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

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

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

WITNESS

Signature of the Contractor

Date :

1.

2.

GENERAL SUMMARY

- | | | |
|----|--|-----------------------|
| 1. | (a) Net Cost of works or building etc., from Schedule 'A' and Bill of quantities annexed thereto | Rs. |
| 2. | Provisional sum | Rs. |
| | Total |
Rs.
..... |

Rupees.....
..... Shri.....
..... in the capacity of
..... has been duly authorized by me / use to
sign the tender for and on behalf of
..... (in
block letters)

Date :

SIGNATURE OF CONTRACTOR

Witness :

Postal Address :

1.....
Address

Telephone No.

2.....
Address

CONTRACTOR

ACCEPTING OFFICER

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

.....
.....
.....

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

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

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

Signature Date.....

Designation