	BHARAT HEAVY ELECTRICALS LIMITED **TIRUCHIRAPPALLI-620 014** **PLANT LABORATORY**

Technical Bid

SCOPE OF ENQUIRY & STANDARD TERMS AND CONDITIONS (STAC), ANNEX. I to IV)

ENQUIRY NO: PL: CC: 001 DT 06.12.2012	DATE 27.12.2012	
DUE FOR SUBMISSION OF THE OFFER	DATE 18.01.2013	TIME 14.30 hrs
DUE FOR OPENING OF THE OFFER	DATE 19.01.2013	--

Section: 1.0 .Scope of work:

It is proposed to outsource chemical testing of Plant Laboratory for the below mentioned tests. The number of tests in each category expected for the two years (2013-2015) is also indicated.

Sl No	Test	Number of samples for two years
1	Paint testing	2000
2	Metal testing	4500
3	Wood testing	6000
4	Shop testing	1200
5	Coal testing	700
6	Ash testing	300
7	Deposit testing	300

The detailed activities to be performed in each category are given below.

1	2	3	4
PAINT TESTING	**METAL TESTING**	**WOOD TESTING**	**SHOP TESTING**
1) Sample registration 2) Panel preparation 3) Paint sampling 4) Pigment extraction 5) Pigment drying 6) Pigment analysis 7) Viscosity 8) Density 9) Panel painting 10) Drying time 11) DFT measurement 12) FTIR testing 13) SAP results entry 14) % Volume solids	1) Sample entry 2) Sample polishing 3) Sample analysis in spectrophotometer 4) Data entry 5) Report preparation 6) Report dispatch 7) Wet analysis 8) Carbon & sulphur analysis 9) Solution preparation 10) Standardization 11) DM water preparation 12) NABL record keeping	1) Sample entry 2) Sampling plan 3) Spot test at site 4) Species test 5) SAP data entry	1) Gas testing 2) Pickling 3) Passivation 4) DFT in paint 5) Surface Cleaning

5	6	7
COAL RELATED TESTS	**ASH RELATED TESTS**	**DEPOSIT RELATED TESTS**
1) Moisture 2) Ash 3) Volatile matter 4) Fixed carbon 5) Calorific value 6) Sulphur	1) Sampling 2) Loss on ignition 3) Silica 4) Iron oxide 5) Titanium oxide 6) Aluminium oxide 7) Calcium oxide 8) Magnesium oxide 9) Sulphur oxide 10) Phosphorus oxide	1) Sampling 2) Gain on ignition 3) Silica 4) Iron oxide 5) Copper 6) Copper oxide 7) Calcium oxide 8) Magnesium oxide 9) Sodium oxide 10) Potassium oxide

Section: 2.0. Instructions for Bidding:

Offers are invited from the bidders who have the necessary capabilities, as detailed in this tender document.

In order to execute the contract, the potential bidders shall provide **graduates with minimum B.Sc (Chemistry)** qualification.

The contractor shall deploy the adequate manpower to carry out the contract work within BHEL Factory premises. It is the responsibility of the contractor to ensure the deployment of their manpower on all working days of BHEL.

The day-to-day work shall be carried out, as per the detailed instructions of the Lab In charge.

The required personnel shall have to work in General shifted i.e. 08.00 hrs to 16.30 hrs. In contingencies, the personnel shall have to work in extended hours also.

The contractor shall provide the rate for each sample tests and arrive at the total sum for all the tests for all the samples. The contract will be awarded for the lowest bidder based on Grand Total of Group A & B.

While quoting, the wages to be paid as per BHEL norms (Annex. I), over and above the prescribed minimum wages by Government of Tamilnadu (Annex. II) has to be taken into account.

The payment for each month will be made based on the number of tests completed.

The Standard Conditions of BHEL for any outsourcing contract as given in Annexure **III & IV** shall be binding.

The bidding shall be sent in **TWO** parts, separately indicated as **Technical bid & Price bid** before **18.01.2013 by 14.30 hrs**. The Technical Bid should include **Scope of Enquiry & STAC, Annexure I, II, III, and IV and Compliance Statement to Technical Bid**. The bid covers shall be appropriately super scribed as

1. Technical Bid
2. Price Bid

and placed inside a single cover with Enquiry No., Due Date, Address and contact details of the Bidder**.** Technical bid is the un-priced tender document duly signed by the bidders. The Bidders shall submit the price bid in a sealed envelope. This sealed envelope should contain the duly filled up Price Bid format.

The offers should reach this office on or before 18.01.2013 by 14.30 hrs. Late offers will not be considered. Offers should be free from CORRECTION AND ERASURES. Corrections if any must be attested.

Offer should be sent only to:
Additional General Manager
Quality Control
BHEL, Trichy-620 014

Section: 3.0. Tender Opening:

Technical Bid will be opened on 19.01.2013.

The Price Bid opening will be communicated to technically qualified bidders. Price bid opening will be in presence of technically qualified bidders.

Section: 4.0. GENERAL

4.1. Incomplete offers will not be considered.

4.2. Fixed Price: Rate quoted by the Bidder shall be fixed and not subject to any escalation whatsoever during the contract period of bid validity and execution of the Purchase order. A bid submitted with an adjustable rate will be treated as non-responsive and rejected. Rates shall be written in words and figures. In the event of difference, the rate in words shall be valid and binding. Unit rate shall be considered correct in the event of any discrepancy with regard to total rate.

4.3. Taxes and Duties: All Taxes (Service Tax , VAT and CST) Payable as extra to the quoted Rate should be specifically stated in offers, failing which BHEL will not be liable for payment of such taxes.

4.4. Performance Bank Guarantee: As stated in BHEL Standard Terms and Condition (STAC)

4.5.The bidders shall accept and agree to the best of their knowledge for the payment of the salary for his employees as per the revisions amended by The Government of Tamil Nadu as and when shown in the GAZETTE. The bidders should be aware of the aforesaid conditions and agree for the same.

Annexure III

The contract will be awarded for a period of 2013-2015 from the date of LOI. Minimum wages as stipulated by the Government from time to time should at least be paid to the personnel in the presence of BHEL Executive. The rates are firm for the entire period of contract. The contractor should deposit a sum of **Rs.l, 00,000/- (Rupees One Lakh only) as EMD by means of Demand Draft drawn in favour of BHEL, Tiruchirappalli.** Offers will not be considered if EMD is not enclosed along with the quotation. EMD amount will be forfeited if bidder withdraws his offer within the validity period or revises his rates and also when the successful bidder is not commencing the work within the time stipulated in the contract.

In the event of placement of contract, bills should be submitted by the contractor as per the number of tests performed along with the certification from the executing agency. The bills for payment will be reviewed by **AGM/Plant Lab** and the bills will be passed for payment by **AGM / QC** only on production of documents for having complied with Statutory requirement applicable for the personnel. The conditions contained herein, the conditions are given in Annexure IV and statutory requirement imposed by the Government authorities from time to time will be part and parcel of this contract. The EMD of the successful bidder shall be converted to Security Deposit (SD). The SD shall be arrived as per the Contract Value and 50% thereon shall be paid before the Commencement of Work

10% of the bill amount will be withheld towards balance security deposit and on satisfactory performance, security deposit will be returned. EMD will be returned to the unsuccessful bidders on finalisation of contract.

Bidders shall sign each and every page of the tender documents and affix seal for having accepted the conditions.

<u>Conditions covering the Contract:</u>

01) Power, machinery and stationeries, etc. will be supplied by BHEL, Trichy.

02) The contractor should bring their workforce.

03) The contractor should follow and comply with ESI, PF, Group Insurance and other statutory regulations as stipulated in Factory's Act and other State / Central Government’s rules & regulations.

04) All safety equipments are to be provided by the contractor to the workmen. The safety rules & regulations are to be followed as per BHEL's Safety rules & regulations.

05) BHEL, Tiruchy is in no way responsible for any loss of life or any injury caused to any of the contractors and their crew while executing the above work at our premises.

06) The contractor or his crew should handle the machinery and other equipments entrusted to them by BHEL, Tiruchy with utmost care and return them safely after execution of stipulated work. The cost of damage / repair due to improper handling of machinery and equipment will be recovered from the contractor.

07) BHEL, Tiruchy reserves the right to alter any of the terms & conditions of the contract and any such changes will be intimated to the contractor from time to time.

08) BHEL, Tiruchy reserves the right to cancel / terminate the contract at any time without assigning any reason.

09) The contractor should maintain a 'Work Diary' containing the details of work executed by him from time to time on daily basis and obtain the signature from official

concerned nominated for this purpose for having executed the work correctly to our satisfaction.

10) The proof of execution of work should be submitted along with each bill (printed form with covering letter and proof for execution of work).

11) The bill should be submitted within a week after execution of work during the calendar month and only one bill per month.

12) Necessary gate entry pass will be issued by BHEL Security Department on Plant Lab recommendation for the workforce and Security Rules are to be observed strictly by them.

13) **BHEL / TRICHY RESERVES THE RIGHT OF AWARDING THE CONTRACT FOR MORE THAN ONE CONTRACTOR.**

Annexure IV

CONDITIONS OF CONTRACT

1. DEFINITION:

In these Conditions of Contract, the following terms shall have the meaning hereby assigned to them, except where the context otherwise requires:

a) The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.

b) The "work" means, the work described in the tender documents in individual work orders as may be issued from time to time to the contractor by the Officer-In charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.

c) The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.

d) "The Officer-In charge" means, the Officer deputed by the **AGM / PL** to supervise the work or part of the work.

e) "Approved" and "Directed" means, the approval or direction of AGM / QC or PL, or person deputed by him for the particular purposes.

f) **"BHARAT HEAVY ELECTRICALS LIMITED"** (hereinafter referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or, other Administrative Officer of the said Company including Manager/Stores (FB) authorised to invite tenders and enter into contract for works on behalf of the Company.

g) The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.

h) A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.

i) A "day" means, the day of 24 hours (TWENTY-FOUR) irrespective of the number of hours worked or not worked in that day.

j) A "working day" means, any day other than that prescribed by the **NEGOTIABLE INSTRUMENTS ACT** as being a Holiday, and consists of the number of hours of labour as commonly recognised by good employers in the trade in the District where the work is carried out or as laid down in the BHEL regulations.

2. HEADING TO THE CONTRACT CONDITIONS: - The heading to these conditions shall not affect the interpretations thereof

3. WORK TO BE CARRIED OUT: - The Contract shall include all labour which may be

required for the execution of the work.
The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

4. DEVIATIONS: The contractor shall carry out the work covered in Scope of work in as per instructions of Executing official without any deviations.

5. LABOUR QUALIFICATION : The contractor shall undertake the analytical works by providing man power with adequate experience as per the following terms and conditions for the execution of the works detailed in the contract:

a) The contractor shall employ adequate number of graduates with minimum B.Sc. Chemistry qualification, of which minimum of 70 % of the personnel will have previous experience in the analytical works as detailed in the contract.
b) The contractor shall employ 60 % of the personnel as male graduates for executing the works as specified in the contract.
c) The contractor shall provide a compliance certificate in this regard.
d) The eligibility or experience of the individuals for executing the analytical works in the particular areas as specified in the contract shall be based on a subjective evaluation by senior executives of **Plant Lab/ BHEL**.
e) The evaluation method shall be an oral interview or a written exam consisting of objective type questionnaire related to the fields of previous experience.
f) The final decision of accepting eligible individuals shall be by **AGM / Plant Lab.**

6. **ASSIGNMENT OF TRANSFER OF CONTRACT**: - The Contractor shall not, without the prior written approval of the BHEL, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.

7. SUB-CONTRACT: - The Contractor shall not sublet any portion of the contract without the prior written approval of the BHEL.

8. COMPLIANCE TO REGULATIONS AND BYELAWS: - The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Byelaws of any local authority. The Contractor shall be bound to give all notices required by Statutory regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

9. SECURITY DEPOSIT:- (1) Security Deposit should be paid by the contractor. The Security Deposit rate will be as follows:

a) Up to Rs.l0.00 lakh - 10% of PO Value

The Earnest Money paid at the time of tender will be adjusted as part of the Security Deposit to a level of 50% of contract value before start of the work and the balance amount recovered by deduction from the running bills of the contractor at the rates mentioned above.

Security Deposit shall not be refunded except in accordance with the terms of Security Bond or Agreement. Security Deposit may be furnished in anyone of the following terms:

i) Cash,
ii) Call Deposit receipt, Pay Order, Demand Draft duly pledged in favour of BHEL.

iii)Post Office cash certificate, National Savings. Certificates, Treasury Savings Deposit Certificates, National Plan Savings Certificates, 12 Years National Defence Certificates and 10 Years Defence Deposit certificates.

iv) Fixed Deposit Receipt issued by State Bank of India *1* Nationalised Banks.

v) Insurance Guarantee issued by LIC or any of the four General Insurance Corporations.

vi) Fixed Deposit Receipts issued by BHE Employees Co-op.Banks upto a maximum of RS.l0,000- (Rupees Ten thousand only).

vii) Bank Guarantee shall be accepted to a value of 50% of the calculated Security Deposit amount only and 50% of Security Deposit shall be in anyone of the form as mentioned above from SI.No. (i to vi).

viii) The Bank Guarantee shall be kept valid until the due date for refund of Security Deposit.

No interest shall be allowed on Security Deposit. BHEL shall not be responsible for any loss of securities due to liquidation for any other reasons, whatsoever or any depreciation in the value of the securities while in their charge or for any loss of interest thereon.

All compensation or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or realised by the sale of the securities or from the interest arising there from or from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall, within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.

10. ORDERS UNDER THE CONTRACT: - All orders, notices etc. to be given under the contract shall be in writing, typescript or printed and if sent by registered post to the address given in the tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.

11. CONTRACTOR'S SUPERVISION: - The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to BHEL Officials.

Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself

.

The Contractor or his accredited agent shall attend when required without making any claim for doing so to the **OFFICER-INCHARGE**, to receive instructions.

AGM/QC shall have full powers and without assigning any reason, requires the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account

12. LABOUR: - The Contractor shall remain liable for the payment of all wages or other moneys to his work people or employees under the payment of Wages Act 1936, Employees Liability Act 1938, Workmen's Compensation Act 1923 or any other Act or enactment, relating thereto and rules framed, there under from time to time.

13. PRECAUTIONS AGAINST RISK: - The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimise the amount of any such loss or damage and for the necessary steps to be taken for

the said purpose.

14. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN:
The Contractor shall at his own expense reinstate and make good to the satisfaction of **AGM/PL** and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

15. LAWS GOVERNING THE CONTRACT: - The contract shall be governed by the Indian Laws for the time being in force.

16. CANCELLATION OF CQNTRACT FOR CORRUPT ACTS:- BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued, shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default.

If the Contractor shall:

(i) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for having borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,

OR

(ii) enter into a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL**,**

OR

(iii) to obtain a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to **BHEL**.

17. CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUBLETTING OF CONTRACT:

BHEL, without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to BHEL, shall cancel the contract in any of the following cases:
If the Contractor,

a) Being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any Bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors.

OR

b) Being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall a rise which entitle the Court or debenture holders to appoint a receiver or Manager.

OR

c) Assigns, Transfers, Sublets or attempts to assign, transfer or sublet any portion of the work without the prior written approval of the BHEL.

d) Whenever BHEL exercises the authority to cancel the contract under these conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the even of the cost of the work so done as certified by **AGM/PL** being less than the contract cost, the advantage shall accrue to BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by **AGM/QC** or the same shall be recovered from the Contractor by other means.

e) In case BHEL carries out the work under the provisions of this condition, the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and / or labour provided by BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by **AGM/QC** whose decision shall be final and conclusive.

18. CANCELLATION OF CONTRACT IN PART OR FULL FOR CONTRACTOR'S DEFAULT:

If the contractor:

a) makes default in carrying out the work as directed and continues in- that state after a reasonable notice from **AGM/PL** or his authorized representative:

b) fails to comply with any of the terms & conditions of the contract or after reasonable notice in writing with orders properly issued thereunder:

c) BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to **BHEL, CANCEL** the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercises the authority to cancel the contract as a whole or part under this condition, BHEL may complete the work at the contractor's risk and cost (as certified by **AGM/QC** which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL. If the cost exceeds the money due to the Contractor under this contract, the Contractor shall either pay the excess amount ordered by **AGM/QC** or the same shall be recovered from the Contractor by other means. In case BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the **AGM / QC** whose decision shall be final and conclusive.

19. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR.

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated, BHEL shall have the option of terminating the contract without compensation to the Contractor.

20. SPECIAL POWER TO TERMINATION: - If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out **AGM/ QC** shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

21. SUBMISSION OF BILLS BY CONTRACTOR: - The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to **AGM/QC** separately details of his claims for the work done by him up to and including the previous month which are not covered by his contract agreement in any of the following respects:

a) Deviation from the items provided in the contract Documents.
b) Extra items / new items of work.
c) Items in respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report.

22. PAYMENT OF BILLS :- 100% Payment to be made to the Contractor, under this contract shall be by **"CHEQUE"** crossed **"AC PAYEE ONLY"** within a reasonable time after the certification of bills by **AGM/QC** .

23. RECOVERY FROM CONTRACTOR: - Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractor, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit or he shall pay the claim on demand.

24. POST-TECHNICAL AUDIT OF WORK AND Bills: - BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof the manner provided in the presiding sub- paragraphs. However no such recovery shall be enforced after three years of passing the final bill.

25. REFUND OF SECURITY DEPOSIT: - The Security Deposit mentioned in condition 8 above may be refunded to the Contractor after a period of 6 months on termination or expiry of the contract provided always that the Contractor shall first have been paid the last and final bill and have rendered a **"NO DEMAND CERTIFICATE".**

26. FORCE MAJEURE CLAUSE:- If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earthquake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefore neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods

considered reasonable by the **AGM/QC** subject to prompt notification by the contractor.

27. ARBITRATION: - All disputes between the parties to the contract, arising out of or relating to the contract, other than those for which the decision of the **AGM/QC** or Accepting Officer or any other person is by the contract expressed to be final and conclusive shall after written notice by either party to the contract to the other party be referred to the sole Arbitration of **GENERAL MANAGER** or other Officer of BHEL appointed as Arbitrator, by the **GENERAL MANAGER** of BHEL in his sole discretion. Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the contract. The venue of Arbitration shall be such a place or places, as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract.

28. SIGNING OF CONTRACT:- Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly authorised representative followed by the name and designation of the person so signing. Contract by a Company shall be signed with the name of the Company from a person authorised in this behalf and a power of attorney or other satisfactory proof, showing that the person signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

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PLANT LABORATORY

Compliance statement to the Technical Bid (to be filled by bidder)

Note : 1. The bidders shall go through the items stated in Column 2 by referring the Scope of Enquiry& STAC and Annexure I,II,III,IVand shall give their acceptance for the same by writing 'Agree' in Column 3.

Column 1	Column 2	Column 3
1.0	**Agree to give workforce as per the following conditions mentioned in ANNEXURE IV/ 5 under LABOUR QUALIFICATION :** The contractor shall undertake the analytical works by providing man power with adequate experience as per the following terms and conditions for the execution of the works detailed in the contract: a) The contractor shall employ adequate number of graduates with minimum B.Sc. Chemistry qualification, of which minimum of 70 % of the personnel will have previous experience in the analytical works as detailed in the contract. b) The contractor shall employ 60 % of the personnel as male graduates for executing the works as specified in the contract. c) The contractor shall provide a compliance certificate in this regard. d) The eligibility or experience of the individuals for executing the analytical works in the particular areas as specified in the contract shall be based on a subjective evaluation by senior executives of Plant Lab/ BHEL. e) The evaluation method shall be an oral interview or a written exam consisting of objective type questionnaire related to the fields of previous experience. f) The final decision of accepting eligible individuals shall be by **AGM/Plant Laboratory.**	
2.0	**Agree that we have gone through the conditions stated in Annexure III and agree to abide by the same in the time award of the contract**	
3.0	**Agree that we have gone through the conditions stated in Section 1.0 of Scope of Enquiry & STAC and shall abide by the same**	
4.0	**Agree that we have gone through the Instructions and Conditions stated in Section 2.0 & Section 3 of Scope of Enquiry & STAC and shall abide by the same**	
5.0	**Agree that we have gone through all the conditions stated in Section 4.0 of technical bid and agree to abide by the same in the time of award of the contract**	
6.0	**Agree that we have gone through the Annexure I BHEL norms and agree to abide by the same**	

7.0	**Agree that we have gone through the Annexure II Govt. of Tamil Nadu minimum wages rules and shall abide by the same**	
8.0	**Agree that we have gone through the STAC and Scope of Enquiry and agree abide by all the conditions stated therein.**	
9.0	**Agree that manpower demand and supply may vary according to the availability of the number of samples for testing.**	

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Format for filling up the Price Bid

Note: 1. The bidder has to fill up the following without fail for all the 7 type of tests indicated in **column 1** and their parameters indicated in Column 3, under **Group A** and **Group B** tables**.**
2. The bidder shall quote for all the tests indicated in **Column 1** of **Group A &B**. Leaving any test unquoted would lead to disqualification of the bid.
3. Each sample test includes all the parameters that are specified under **Column No. 3** of Group A & B
4. The amount for each sample testing shall be filled in **Column 5** of Group A & B
4. The total amount shall be calculated by multiplying Column 4 & 5 and filled in **Column 6**
5. Grand Total is the sum of the Total **Amount for Group A** and **Total Amount for Group B.**
6. Part contract will not be considered. Lowest bid will be considered for award of the contract based on Grand Total of Group A & B.
7. For any technical clarifications AGM/ QC or AGM/ Plant Lab, BHEL Trichy may be contacted.

Group A					
1	**2**	**3**	**4**	**5**	**6**
Test ID:	**Name of the Test**	**Parameters of the test per sample**	**Estimated Quantity of samples for two years (2013 - 2015)**	**Amount per sample**	**Total Amount**
A.01	**Paint Testing**	**1)Sample registration** **2) Panel preparation** **3) Paint sampling** **4) Pigment extraction** **5) Pigment drying** **6) Pigment analysis** **7) Viscosity** **8) Density** **9) Panel painting** **10) Drying time** **11) DFT measurement** **12) FTIR testing** **13) SAP results entry** **14) % Volume solids**	**2000**		

A.02.	**METAL TESTING**	**1) Sample entry** **2) Sample polishing** **3) Sample analysis in spectrophotometer** **4) Data entry** **5) Report preparation** **6) Report dispatch** **7) Wet analysis** **8) Carbon & sulphur analysis** **9) Solution preparation** **10) Standardization** **11) DM water preparation** **12) NABL record keeping**	**4500**		
A.03	**WOOD TESTING**	**1) Sample entry** **2) Sampling plan** **3) Spot test at site** **4) Species test** **5) SAP data entry**	**6000**		
A.04	**SHOP TESTING**	**1) Gas testing** **2) Pickling** **3) Passivation** **4) DFT in paint** **5) Surface Cleaning**	**1200**		
Total amount for Group A					

Group B					
1	2	3	4	5	6
Test ID:	Name of the Test	Parameters of the test	Estimated Quantity of samples for two years (2013- 2015)	Amount per sample	Total Amount
B.01	COAL RELATED TESTS	1) Moisture 2) Ash 3) Volatile matter 4) Fixed carbon 5) Calorific value 6) Sulphur	700		
B.02	ASH RELATED TESTS	1) Sampling 2) Loss on ignition 3) Silica 4) Iron oxide 5) Titanium oxide 6) Aluminium oxide 7) Calcium oxide 8) Magnesium oxide 9) Sulphur oxide 10) Phosphorus oxide	300		
B.03	DEPOSIT RELATED TESTS	1) Sampling 2) Gain on ignition 3) Silica 4) Iron oxide 5) Copper 6) Copper oxide 7) Calcium oxide 8) Magnesium oxide 9) Sodium oxide 10) Potassium oxide	300		
Total amount for Group B					

Grand Total for Group A & B :	

Annexure - I

BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI - 620014

BHE:HR:W:MW

Date : 17/04/2012

CIRCULAR

Sub : Additional Payment to Contract Workmen over and above the T.N. Government Minimum Wages and Payment of Central Government Minimum Wages - Reg.

Vide Circular dated 16/8/2011, all the contract awarding/executing executives were requested to ensure additional payment of Rs.2000/2300/2500 over and above Minimum Wages prescribed by the Government of Tamil Nadu. We still find that contracts are released without specifying the additional amount. Further, the Labour Enforcement Officer (Central) has issued directions to ensure payment of Central Government Minimum Wages to contract workmen. Non- payment of additional amount in terms of Circular dated 16/8/2011 also results in deficient payment i.e. less than Central Government Minimum Wages.

Hence, in order to streamline the payment of additional amount as per corporate guidelines and to ensure appropriate minimum wages, the following points are circulated to all contract awarding departments for implementation with immediate effect :

I. Contracts where additional amount applicable :

1. Contracts where State Govt., Minimum Wages plus Additional Amount of Rs.2000/2300/2500 is already specified, the same shall continue at the same rates.

2. In running contracts where additional amount is not specified but applicable as per our Circular, the same shall be taken up for revision of contract value by the respective departments.

   Further, in these contracts, if supervisors are also engaged, then additional amount of Rs.2500 shall be payable to them over and above the State Government Minimum Wages .

II. Contracts where Schedule of Rates applicable :

In Contracts where Schedule of Rates are available like Civil Construction Contracts, the Additional Amount is not applicable. Hence, the Central Government Minimum Wages shall be implemented and necessary amendment to this effect shall be made in the running as well as future contracts/tenders.

In a nut shell, except Contracts based on Schedule of Rates, all other contracts shall be executed as per Circular dated 16/08/2011 i.e., State Government Minimum Wages plus Additional Amount. In case of Contracts based on Schedule of Rates, payment of Central Government notified Minimum Wages shall be ensured.

All Contract Awarding/Executing Executives shall take careful note of the above and ensure that no contracts shall be executed or entered without incorporating any one of the above stated applicable conditions.

This has the approval of competent authority.

17.04

AGM/HR

Encl. : 1. Central Government Minimum Wages (Circular)
2. State Government Minimum Wages (Circular)
Cc : All Contract Awarding/Executing Executives
GMs/AGMs – for kind information

BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI

BHE:HR:W:MW

Date : 16/08/2011

CIRCULAR

Sub : Additional Payment to Contract workmen over and above the prescribed Minimum Wages – Reg.

As per the directives of Corporate Office, it is decided to make an additional payment to the contract workmen as given below, over and above the Minimum Wages prescribed by the Government of Tamilnadu :

Unskilled	---	**Rs.2000/-**
Semiskilled	---	**Rs.2300/-**
Skilled	---	**Rs.2500/-**

The additional amount will attract statutory payments such as PF, ESI, etc. This will be applicable for Work Contracts for which the estimation includes the manpower cost as separate component.

All the contract awarding/executing executives are requested to incorporate this clause both in the Tender documents as well as Purchase Order/Work Order/Letter of Intent in future contracts and ensure the benefits of this additional payment is made by the contractors to the contract workmen engaged by them.

AGM/HR

Cc. : **All Contract Awarding/Executing Executives**
GMs/AGMs – for kind information

Annexure - II

Bharat Heavy Electricals Limited
Tiruchirappalli - 14

No.BHE:POW:340
Date : 17/04/2012

CIRCULAR

All Contract Awarding/Executing Officials

Sub : Minimum Wages Act 1948 – Tamil Nadu State Government Minimum Wages - Reg.
Ref : 1. Letter No.Z3/7638/2012 dt.13/03/2012 from the Comm. of Labour, Chennai - 600006
2. Tamil Nadu Govt. Gazette No.8 dated 29/02/2012

Consequent upon the increase in Basic Wages and Dearness Allowance payable under the Minimum Wages Act to those employed in "General Engineering and Fabrication Industry", the Minimum Wages payable by the Contractors to their workmen engaged in the following categories would be as follows with effect from 01/04/2012 :

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	Rs.123.00	Rs.86.00	Rs.209.00	Rs.3690.00	Rs.2238.00	Rs.5928.00
2	Semi - Skilled working as Helpers for not less than 2 years in a particular trade	Rs.129.00	Rs.86.00	Rs.215.00	Rs.3870.00	Rs.2238.00	Rs.6108.00
3	Semi - Skilled - All Trade Certificate holders	Rs.133.00	Rs.86.00	Rs.219.00	Rs.3990.00	Rs.2238.00	Rs.6228.00
4	Skilled	Rs.139.00	Rs.86.00	Rs.225.00	Rs.4170.00	Rs.2238.00	Rs.6408.00
5	Supervisor				Rs.3956.00	Rs.2238.00	Rs.6194.00

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

17/04/12
Manager/HR/Welfare

Cc. : All HR Executives thro' Email
Manager/HR/PC
DGM/Finance/W & R