



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

**Technical Bid**

**SCOPE OF ENQUIRY & STANDARD TERMS AND CONDITIONS (STAC), ANNEX. I & II**

ENQUIRY NO:HRM: WCM: PL:CC::2014	DATE 16.02.2015	
DUE FOR SUBMISSION OF THE OFFER	DATE 11.03.2015	TIME 2.00pm
DUE FOR OPENING OF THE OFFER	DATE 11.03.2015	TIME 2.30pm

**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 (2015-2017) is also indicated.

Sl No	Test	Number of samples for two years
1	Paint testing	2000
2	Metal testing ( Plant Lab & WRI)	6710
3	Wood & Shop testing	7200
5	Coal testing	700
6	Ash testing	300
7	Deposit / Water / Inhibitor	300

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

1	2	3
<b>PAINT TESTING</b>	<b>METAL TESTING</b>	<b>WOOD TESTING &amp; SHOP TESTING</b>
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 6) Requisition entry 7) Sampling plan 8) Spot test 9) Pickling & passivation test, gas testing, dryness test 10) Data entry & report preparation

5	6	7
<b>COAL RELATED TESTS</b>	<b>ASH RELATED TESTS</b>	<b>DEPOSIT RELATED TESTS</b>
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 ensure deploying manpower not less than 11 on a regular basis. Depending upon the work exigencies the contractor has to provide additional manpower as and when required 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 and for all the samples. The contract will be awarded for the lowest bidder based on Grand Total of Group A & B.**

**While quoting the rates, the bidder shall consider the wage pattern followed by BHEL for the skilled worker category as follows. In addition the statutory payments like PF, ESI, and bonus to employee are to be considered. Any rise of Dearness Allowance during the contract term (2015 -2017) shall be considered for quoting the rates.**

- a. **Minimum Wage per month as per Govt. of Tamil Nadu (from 01.04.015).....: Rs.8345.00**
- b. **Additional Wage per month as per BHEL norms .....: Rs.4100.00**
- Total: Rs.12445.00**

**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** so as to reach us on or before **11.03.2015 by 14.00 hrs.** The Technical Bid should include **Scope of Enquiry & STAC (Annexure I, and II) and Compliance Statement to Technical Bid.** All the bid covers shall be appropriately superscribed as **“WORKS CONTRACT CHEMIST”**

- 1. Technical Bid along with EMD (Separate sealed cover)**
- 2. Price Bid (Separate sealed cover)**

And 1 & 2 to be 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 11.03.2015 by 14.00 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:

**S.Sankararajan**  
**Senior Manager / HR**  
**BLDG No.24, Ground Floor**  
**BHEL, Tiruchy-620 014**

**Before the submission of the offer, the bidder shall visit the plant lab for familiarizing the nature of work detailed in the contract. To enable this, a pre-bid meeting is arranged on 03.03.2015 in Plant Lab Conference Hall at 02.00 pm**

**Section: 3.0. Tender Opening:**

**Technical Bid will be opened on 11.03.2015 by 2.30 pm**

**The Price Bid opening will be communicated to technically qualified bidders. Price bid opening will be done in presence of technically qualified bidders whoever opted to witness the same.**

## 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 variable 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.**

**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. 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. The bidder shall ensure the payment to his manpower before tenth of every month preferably remitting the same through their respective savings bank account.**

## Annexure I

The contract will be awarded for a period of 2015-2017 from the date of LOI. Minimum wages as stipulated by the Govt. of Tamil Nadu 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.1, 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 **Head/Plant Lab** and the bills will be passed for payment by **Head / Plant Lab** 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.

## **Conditions covering the Contract:**

- 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 equipment 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. Lab coat & Black Shoes must be worn by all the manpower.
- 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.

## **Annexure II**

### **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 **Head / Plant Lab** to supervise the work or part of the work.
- e) "**Approved**" and "**Directed**" means, the approval or direction of **SM/HR or Head/ Plant Lab**, 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/Plant Lab 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. ESSENTIAL QUALIFICATION CRITERIA FOR THE BIDDERS:**

- a) **The bidder should have executed value of orders of similar nature not less than Rs.20 lakhs (cumulative) in the recent five years (proof to be attached)**
- b) **Proof of Income Tax Returns of the bidder to be submitted.**

**6. 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, and minimum of TWO years 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) BHEL has the right to verify the credential of the personnel's experience.
- e) The final decision of accepting eligible individuals shall be by **Head / Plant Laboratory**

**6.1.** The contractor shall provide self-certified documents for educational qualification and experience of his man power.

**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.10.00 lakh - 10% of PO Value
- b) Above Rs.10 lakhs up to 50 lakhs: Rs 1 lakh + 7.5% of the amount exceeding Rs.10 lakhs
- c) Above Rs.50 lakhs: Rs 4 lakhs + 5% of the amount exceeding Rs.50 lakhs

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 (as permissible under the Income Tax Act)
- ii) Pay Order, Demand Draft in favour of BHEL
- iii) Local cheques of scheduled banks, subject to realization.
- iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- v) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- vi) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the Contractor, A/C BHEL, duly discharged on the back.
- vii) Security deposit can also be recovered at the rate of 10% from the running bills. 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 small value contracts not exceeding Rs. 10 lakhs and all SAS jobs, work can be started before Security Deposit is collected. However, Payment can be released only after collection/ recovery of initial 50% 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.

**Head/Plant Lab** 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 **Head/Plant Lab** 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 CONTRACT 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 arise 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 **Head/Plant Lab** 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 **SM/HR** 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 **SM/HR** 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 **Head/Plant Lab** 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 **SM/HR** 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 **SM/HR** 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 **SM/HR** 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 **SM/HR** 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 **Head/Plant Lab** separately details of his claims for the work done by him up to and including the previous month.

**22. PAYMENT OF BILLS:** - 100% Payment to be made to the Contractor, under this contract shall be made after the certification of bills by **Plant Lab** through EFT.

**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 **SM/HR** 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 Head / WRI 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 **Head /WRI and the place of settlement is Tiruchy**. 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.



**BHARAT HEAVY ELECTRICALS LIMITED  
TIRUCHIRAPPALLI-620 014  
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 and shall give their acceptance for the same by writing 'Agree' in Column 3.**

Column 1	Column 2	Column 3
<b>1.0</b>	<p><b>Agree to give workforce as per the following conditions mentioned in ANNEXURE II/ 6 under LABOUR QUALIFICATION :</b></p> <p>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:</p> <ul style="list-style-type: none"> <li>f) The contractor shall employ adequate number of graduates with minimum B.Sc. Chemistry qualification, and minimum of TWO years previous experience in the analytical works as detailed in the contract.</li> <li>g) The contractor shall employ 60 % of the personnel as male graduates for executing the works as specified in the contract.</li> <li>h) The contractor shall provide a compliance certificate in this regard.</li> <li>i) BHEL has the right to verify the credential of the personnel's experience.</li> <li>j) The final decision of accepting eligible individuals shall be by <b>HEAD / Plant Laboratory</b></li> </ul>	
<b>1.1</b>	<p><b>Agree to give workforce as per the following conditions mentioned in ANNEXURE II/ 6.1 under LABOUR QUALIFICATION :</b></p> <p>The contractor shall provide self-certified documents for educational qualification and experience of his man power.</p>	
<b>2.0</b>	<p><b>Agree that we have gone through the conditions stated in ANNEXURE II/5 under ESSENTIAL QUALIFICATION CRITERIA FOR THE BIDDERS :</b></p> <ul style="list-style-type: none"> <li>c) The bidder should have executed value of orders of similar nature not less than Rs.20 lakhs (cumulative) in the recent five years (proof to be attached)</li> <li>d) Proof of Income Tax Returns of the bidder to be submitted.</li> </ul>	

3.0	Agree that we have visited Plant Lab and thereby the scope and nature of this work contract is familiar by attending the Pre-bid meeting	
4.0	Agree that we have gone through the conditions stated in Annexure I and agree to abide by the same in the time award of the contract	
5.0	Agree that we have gone through the conditions stated in Section 1.0 of Scope of Enquiry & STAC and shall abide by the same	
6.0	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	
7.0	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	
8.0	Agree that we have gone through the BHEL norms and agree to abide by the same	
9.0	Agree that we have gone through the Govt. of Tamil Nadu minimum wages rules and shall abide by the same	
10.0	Agree that we have gone through the STAC and Scope of Enquiry and agree abide by all the conditions stated therein.	
11.0	Agree that manpower demand and supply may vary according to the availability of the number of samples for testing.	
12.0	<p>Agree that we have gone through the conditions stated in 4.4 under <b>GENERAL :</b></p> <p>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. The bidder shall ensure the payment to his manpower <b>before tenth of every month</b> preferably remitting the same through their respective savings bank account.</p>	



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

**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 Head/ Plant Lab, BHEL Trichy may be contacted.  
(Ph:0431-2571006)

**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 (2015 - 2017 )	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.	<b>METAL TESTING</b>	<ol style="list-style-type: none"> <li>1) Sample entry</li> <li>2) Sample polishing</li> <li>3) Sample analysis in spectrophotometer</li> <li>4) Data entry</li> <li>5) Report preparation</li> <li>6) Report dispatch</li> <li>7) Wet analysis</li> <li>8) Carbon &amp; sulphur analysis</li> <li>9) Solution preparation</li> <li>10) Standardization</li> <li>11) DM water preparation</li> <li>12) NABL record keeping</li> </ol>	<b>6710</b>		
A.03	<b>WOOD TESTING &amp; SHOP TESTING</b>	<ol style="list-style-type: none"> <li>1) Sample entry</li> <li>2) Sampling plan</li> <li>3) Spot test at site</li> <li>4) Species test</li> <li>5) SAP data entry</li> <li>6) Requisition entry</li> <li>7) Sampling plan</li> <li>8) Spot test</li> <li>9) Pickling &amp; passivation test, gas testing, dryness test</li> <li>10) Data entry &amp; report preparation</li> </ol>	<b>7200</b>		
<b>Total amount for Group A</b>					

<b>Group B</b>					
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>Test ID:</b>	<b>Name of the Test</b>	<b>Parameters of the test</b>	<b>Estimated Quantity of samples for two years (2015- 2017 )</b>	<b>Amount per sample</b>	<b>Total Amount</b>
<b>B.01</b>	<b>COAL RELATED TESTS</b>	1) Moisture 2) Ash 3) Volatile matter 4) Fixed carbon 5) Calorific value 6) Sulphur	<b>700</b>		
<b>B.02</b>	<b>ASH RELATED TESTS</b>	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	<b>300</b>		
<b>B.03</b>	<b>DEPOSIT RELATED TESTS</b>	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	<b>300</b>		
<b>Total amount for Group B</b>					
<b>Grand Total for Group A &amp; B :</b>					

