

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

TENDER DOCUMENT (PRICE BID)

Name of work	:	Comprehensive Annual Maintenance Contract for Inverter at Type IV V & VI Quarters in BHEL
Value of work	:	Rs. 1.44 Lakhs + (Applicable GST)
Tender Notice No.	:	CT: TN: 023 / 17 - 18
Tender Schedule No.	:	CT: TS: 025 / 17 - 18
Period of Contract	:	15 (Fifteen) Months
EMD	:	Rs. 2,800/- (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)
Issue to	:	M/s

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

PREAMBLE

The Scope of Work: **Comprehensive Annual Maintenance Contract for Inverter at Type IV V & VI Quarters in BHEL**

Value of Work: **Rs. 1.44 Lakhs + Applicable GST**

Period of Contract: **15 (FIFTEEN) Months**

1. Time is the essence of the contract. Being a time bound project, the contractor should make all efforts to complete the work in time. Even though the overall completion period is indicated as **15 (Fifteen) months**, the works shall be completed progressively and handed over as per agreed split up schedule.
2. The tenderers are advised to visit the site and get themselves acquainted with the site conditions before submitting the offer.
3. **The following eligibility criteria shall be complied to fulfill the Qualification Bid:**
 - i) **Separate registration for EPF, ESI, GSTIN No., PAN & IT Returns acknowledged by IT office, Profit & Loss account and balance sheet certified by the auditor for the last three years (2014-15, 2015-16, 2016-17).**
 - ii) **Average annual turnover for the last 3 (three) financial years (2014-15, 2015 -16, 2016-17) ending 31st March, shall be at least 30% of the estimated cost.**
 - iii) **During the last 7 (seven) years ending (i.e.) from 01st Nov 2010 to 31st Oct 2017 should have successfully completed works either**
 - a) **Three Similar completed works costing not less than the amount equal to 40% of the estimated cost.**

(or)
 - b) **Two Similar completed works costing not less the amount equal to 50% of the estimated cost.**

(or)
 - c) **One Similar completed work costing not less than the amount equal to 80% of the estimated cost.**
4. The works executed in the own name of the tenderer only will be considered for eligibility criteria.
5. Dissimilar / irrelevant works will not be considered for eligibility criteria.
6. The works executed in the own name of the tenderer only will be considered for eligibility criteria. The nominated committee may also visit the works executed by the contractor / tenderer to ascertain the nature of work relating to similar works before qualifying.
7. Documentary evidences (**Xerox copies – Gazetted officer attested & self-attested**) for turnover, works experience, EPF, ESI, **GSTIN No.**, Balance sheet, Profit & Loss account & IT returns for the last three years etc., all as required & indicated in the tender document should be furnished, without which it will not be taken into account. The tenderers shall produce original document for verification if so decided by BHEL.

CONTRACTOR

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ACCEPTING OFFICER

8. The norms for qualification is attached in the Qualification Bid Document. Evaluation will be done accordingly.
9. Tender Value is only approximate and liable for variation without entitling the tenderer to any compensation, till the total value of contract vary by more than 20% (twenty percentage).
10. Quoted rate shall be firm throughout the contract period of **15 (Fifteen) months** or till completion of work and no cost escalation is allowed on any account.
11. BHEL reserves its right to finalize the contract through reverse auction for which only qualified tenderers will be provided with necessary documents containing reverse auction rules, terms and conditions for this purpose. If, in case of opening of price bids, when there is a Tie in the percentage rates quoted by the tenderers, the ranking will be decided based on Lot System, in the presence of the bidders who witness the price bid opening.
12. The offers of the tenderer / bidders who are on the banned list and also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site (www.bhel.com → Tender Notification → List of Banned Firms).
13. BHEL reserves its right to reject the tender on account of unsatisfactory past performance by the present tenderer in another project / sister unit awarded under different enquiry.
14. Documents submitted along with the offer shall be duly signed and stamped in each page by bidder / authorized representative of the bidder.
15. The successful tenderer has to raise invoice in running bills based on the measurements written in the Measurement Book.
- 16.

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

The percentage rate quoted shall not include **GST**. However the **GST** 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 **GST** paid details as a documentary proof of having paid the **GST** for which payment has to be processed.

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

- e. All documents like Work completion certificate and any other document mentioned in PO, shall be submitted. For all works executed within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle (if Input Tax Credit is applicable). In case of any discrepancy in the document or non-submission of documents mentioned in the PO, then BHEL will not be able to accept or account the works executed, in such case availing of tax credit will be deferred to next month or so.
- f. In case of discrepancy in the data uploaded by contractor in the GSTN portal or in case of any shortages or rejection in the works executed, then BHEL will not be able to avail the tax credit (if Input Tax Credit is applicable) and will notify the Contractor of the same. The Contractor has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections, within the calendar month notified by BHEL.
- g. For any such delay in availing of tax credit for reasons attributable to the Contractor (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

All taxes and duty other than GST & GST Cess

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

Goods and service Tax (GST) & Cess

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

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

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

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

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

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

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

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

17. Some changes are likely in the quantities furnished as well as in the layout, design and specifications of the work. The rates quoted shall be deemed to be inclusive of all such contingencies.
18. Usually, working hours are limited to day time only. In emergency cases to carryout works during nights, it may be done so with the specific prior permission of BHEL. In such case, it is to be carried out in the presence of BHEL officials or their authorized persons.
19. The work shall be carried out as per Department Work & Safety procedure, AWS / BIS specifications, standard code of practice and as per the instructions of Engineer-in-charge.
20. 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 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 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.
21. For any item of work not covered in Bill of Quantities, the rate will be arrived at based on the conditions given in BHEL General Conditions of Contract in force.
22. **The contractor has to furnish the security deposit, as per Clause 13 of Tender Notice, attached in the Price Bid if the work is awarded. Further the contractor has to furnish 50 % of security deposit before signing of agreement and commencement of work.**
23. Bank Guarantee format and the list of consortium banks are enclosed for BG submission against Security Deposit in Qualification Bid document.
24. Bank Guarantee format for security deposit is enclosed in qualification bid to be used by the successful tenderer. The bank guarantee bond (BG) is to be submitted by the successful tenderer 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 for BG submission against Security Deposit in the qualification bid.
25. The contractor has to execute any item of work irrespective of the quantity available in the tender without any reservation / extra cost till the contract value does not vary more than 20%.
26. Since the responsibility for the quality, workmanship and accuracy of any work being carried out under this contract lies with the contractor, the contractor should ensure that no work is done without the presence of contractor's representative at the work spot. The contract should arrange for surveying construction site at his own cost.
27. Statement of completed works with detailed measurements along with material reconciliation statements shall be submitted by the contractor in the last week of every month or as required by the department for processing bill.
28. The decision of Engineer-in-charge shall be final and binding on the contractor regarding clarification of items in this tender schedule.
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 shall follow norms of BHEL security system for movement of men & materials within the complex including biometric system.
31. The workmen to be deployed by the contractor shall adhere to the safety / security rules and regulations of the Company and any person who is found to be violating the security / safety rules of the company shall be replaced immediately at the cost of the contractor.
32. The contractor shall strictly adhere to various labour laws in force.
33. If any of the workers employed by the contractor is found to indulge in acts subversive of discipline, the same will be brought to the knowledge of the contractor and he shall arrange for replacement of such personnel.

34. The contractor has to carry out all the works on all days except Sundays and BHEL holidays under normal circumstances. However sweeping of all shop floors has to be done in Sundays and BHEL holidays, if required.
35. Contractor/Authorized representative must be present at site to supervise the activities on day-to-day basis and for giving necessary instructions regarding the work to be carried out.
36. The contractor has to submit the organization chart of their set up for the works and any change thereafter in the organization set up shall have the prior approval of BHEL.
37. The contractor should submit the programme for the completion of work and the list of machineries and site personnel to be deployed for the work along with tender.
38. The contractor should establish his own site office, fabrication yard, handling facility, storage facility to stock department supply materials at his own arrangement.
39. The Contractor is required to carry out construction activities as directed by the department officials. It is required to engage certain minimum strength of staff for effective supervision of works as indicated below:

Min. of Supervisor	-	1 No.
Min. of Wireman / Electrician EB – “B” license holders	-	1 No.
Min of helper (unskilled Worker)	-	1 No.

40. Adequate number of Quality Engineer and qualified Safety Engineer should be deployed at site.
41. To safeguard the persons working at height in roof, wall etc., sufficient number of Industrial Safety nets shall be provided at tenderer's cost in appropriate level and locations. The working hand including Supervisors, Engineers should wear the personal protective items and safety measures such as helmets, safety belts, shoes, etc., before entering into working place.
42. The tenderer has to deploy adequate labour of required categories such as Unskilled, Skilled Mason, Carpenter, Plumber, Welder, fitter, Mistry, Electrician, Technically Experienced, etc. so as to execute the works simultaneously in all areas of work. The Technical persons with experience shall have to produce valid certificate for verification.
43. Exclusive Stores personnel should be engaged who would coordinate with department official for clearance and collection of BHEL supplied materials required for works.
44. Separate non-technical persons should be engaged for arranging daily gate passes for labours and vehicles entry in all the gates of Factory / Township Complex.
- ~~45. The tenderer shall carry out health performance test at his cost for all the workmen engaged in the work through a registered medical practitioner and produce certificate on demand.~~
46. It shall be the responsibility of the contractor to see that the workmen do not utilize the departmental canteen facilities. Contractor has to make his own arrangements to provide refreshment for the workmen.
47. All the works shall be executed as per the standard specifications as provided in TNBP / BIS.
48. All the materials supplied by the contractor should conform to the relevant IS/BS/ISO/EN/TNBP Specifications and got approved by the engineer-in-charge.
49. The contractor should maintain proper accounts for materials if any supplied by this organization and these should be available at the site of work for verification and check by the Officials of this organization at any time.
50. All materials brought by the Contractor for incorporation in the work shall be got inspected and approved by the Engineer-in-charge before they are incorporated in the work.
51. **The contractor should use only the materials of brand and quality as approved by BHEL.**

52. All materials and consumables brought by the contractor should have manufacturer's certificate.
53. All tools and plants including jack hammer with silencer & bits, rock drilling machine, etc., required for all the works covered under this contract will have to be brought by the contractor.
54. All safety measures are to be followed during execution of work, particularly during blasting and only licensed blaster should be engaged for this purpose. Sufficient care shall be taken by the contractor during excavation to avoid damages to the buried pipe lines, cables and other infrastructure like railway lines if any etc. Controlled blasting including muffling can be carried out with prior permission from safety department.
55. Contractor's materials and tools & plants shall have to be brought inside factory / Township with proper invoice / voucher and make necessary entry in the security gate. They should maintain proper record for tools and plants, materials, etc., brought inside.
56. The contractor should extend fullest co-operation with the third party agencies engaged, if any by BHEL, to adhere the Quality Control Procedures ensuring quality.
57. 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.
58. With regard to specifications not covered by the General and Special Conditions of Contract, those contained in the Tamil Nadu Building Practice Standard Specifications or Electrical specifications approved by Bharat Heavy Electricals Limited, shall apply.
59. 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 / R T G S transfer for any payment from BHEL, Trichy.
60. No advance / mobilization advance will be given.
61. LD / Penalty clause is applicable as per General Conditions of Contract in force.
62. LD / Penalty clause is applicable as per General Conditions of Contract. All the terms & conditions in the documents are binding on the tenderers and BHEL reserves its right to accept / reject any or all the tenders without assigning any reason.
63. 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.
64. **The tenderer has to ensure payment of Minimum Wages as per Tamil Nadu State Minimum Wages as applicable under law from time to time. At present the Tamil Nadu State Government Minimum wages declared is enclosed for your reference (Page No. 11). 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.**
65. **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.

“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.”

66. In all matters of dispute the decision of General Manage BHEL Tiruchirappalli 620 014 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.
67. 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, Employers 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.
68. **Force Majeure clause:** If at any time during the continuance of this contract the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason, of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine, restrictions or acts of GOD (hereinafter referred to as events) then provided notice of happening of any such events is given by either party to other within twenty one days from the date of occurrence thereof neither party shall reason of such events be entitled to terminate this contract nor shall either party have any such non-performance and delay is resumed as soon as practicable after such events has come to an end or ceased to exist. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason or any such event claims for extension of time shall be granted for period considered reasonable by BHEL subject to prompt notification by the tenderer to BHEL of the particulars of the events and supply to the BHEL if required of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed to be a waiver of time in respect of remaining deliveries.
69. The correspondence exchanged against the tender from both tenderer and BHEL through email are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business.
70. Any transaction pertaining to the tender from both the parties of business done round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the patties to the business.
71. In case Letter of Intent (LOI) is issued through email, the PC generated time and date of mail shall be constructed as the official time and date of release of LOI. In as much as this date is within the last date of validity given by the bidder the LOI is said to have been issued within the validity period and shall be binding on both the parties to the business.
72. **Deviations**

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

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

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

73. Arbitration:

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

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

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

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

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

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

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

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

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

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

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

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

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or in relation to interpretation of any

provision of the contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Executed Director, BHEL, Trichy.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

Subject to the arbitration in terms of Clause, the Courts at Trichy shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.

Notwithstanding the existence or any dispute or differences and / or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in the terms of this Contract.

In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator."

74. If, in case of opening of price bids, when there is a Tie in the percentage rates quoted by the tenderers, the ranking will be decided based on Lot System, in the presence of the bidders who witness the price bid opening.
75. MSE vendors can avail EMD / Tender Document cost waiver benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format shown below). **Tenders without EMD / Tender Document cost / MSME proof will be summarily rejected.**



BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI - 14
HUMAN RESOURCE MANAGEMENT

CIRCULAR

No.BHEL/HR/WEL/MW

Date: 31.03.2017

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. Z3/5309/2017 dated 27.03.2017 from the Commissioner of Labour, Chennai.600 006

Consequent upon the increase in Dearness Allowance payable under the Minimum Wages Act from Rs. 5196.00 to Rs.5417.00 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 01/04/2017:

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.209.00	Rs.332.00	Rs.3690.00	Rs.5417.00	Rs.9107.00
2	Semi-Skilled Worker	Rs.133.00	Rs.209.00	Rs.342.00	Rs.3990.00	Rs.5417.00	Rs.9407.00
3	Skilled Worker	Rs.139.00	Rs.209.00	Rs.348.00	Rs.4170.00	Rs.5417.00	Rs.9587.00
4	Supervisor				Rs.3956.00	Rs.5417.00	Rs.9373.00

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

Subra - 30/3/17
SDGM (HR-Welfare and Recruitment)

Cc:

All HR Executives
DGM/HR/PPU/Thirumayam
DGM/HR/PC/Chennai
AGM/Finance
GM/Finance
AGM/HR
GM/HR

BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPALLI - 620 014

SCHEDULE 'A'

LIST OF WORKS AND PRICES

NAME OF WORK: Comprehensive Annual Maintenance Contract for Inverter at Type IV V & VI Quarters in BHEL.

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: 025/ 17 - 18 for a period of 15 (Fifteen) months** at the percentage below / at par / above the rates contained in Bill of Quantities appended below at **Page No. 13.**

I / We further agree to sign an Agreement Bond to abide by the General Conditions of Contract and to carry out 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 menus and thus failing which I / We shall have no objection to the forfeiture of the Earnest Money amount to **Rs. 2,800/-** 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 provided in Bill of Quantities **appended below at Page No. 13.**

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 items as enclosed in the Price Bid of the Tender Document) at Page No. 13.	
		In Figures	In Words
1.	Rs. 1,44,000.00 (100%)		

Note: BHEL estimate rates are given below. Contractor has to quote the overall percentage only {Below (100-X %) / At par (100%) / Above (100+X %) } at page No. 12 both in figures and in words

**BHEL / TRICHY – 620 014
CIVIL ENGINEERING DEPARTMENT - TOWNSHIP
BILL OF QUANTITIES**

Name of work: Comprehensive Annual Maintenance Contract for Inverter at Type IV V & VI Quarters in BHEL

Sl. No	Description	Qty.	Unit	Rate (Rs. P)	Amount (Rs. P)
10	<p>Maintaining 1.00 KVA of various makes and models (Furnished in the Annexure enclosed) inverters available at Type IV, V and VI Quarters in Kailasapuram Township, BHEL, Trichy – 14 as Comprehensive Annual Maintenance Contract basis, all as per scope given below.</p> <p>Scope of Work:</p> <ol style="list-style-type: none"> 1. Service engineer shall inspect the inverter once in a month for preventive maintenance, cleaning, adjustment for the proper performance, carry out repairs etc., 2. Service reports shall be prepared by the contractor and reports shall be signed by both the contractor & occupant, the copy of each report in duplicate shall be furnished to BHEL for making payment. 3. First servicing of inverter by the site engineer will be reckoned as the date of commencement of the work. 4. The cost of inverter card, charger card, low battery card and other required spares related to inverter will be covered under this comprehensive AMC Scope. 5. The batteries shall be maintained by checking the distilled water level and application of white petroleum jelly on the post terminals of batteries. 6. In case of emergency situation and breakdown due to faults etc., the contractor should depute their service engineer immediately when called for by BHEL and rectify the defects / faults including replacement of required parts of the inverter. 7. Service and repairs should be carried out at the site where inverters are installed. 8. The scope covers replacement of inverters & batteries which will be supplied by BHEL at Civil Township stores and the contractor has to arrange for the drawal, transport, fixing at site and making them work. Payment will be made based on signed service reports submitted. 	1200	Service	120.00	1,44,000.00
				Total	1,44,000.00

CONTRACTOR

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ACCEPTING OFFICER

SCHEDULE 'B'

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

Sl. No.	DESCRIPTION	PLACE OF ISSUE
	NIL	NIL

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

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

SCHEDULE 'C'

ISSUE OF TOOLS AND PLANTS TO CONTRACTORS

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

SCHEDULE 'E'

LEAD STATEMENT

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

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

AUTHORITY TO TENDER

Tender Notice No. **CT: TN: 023 / 17 – 18**

Office of the
SM / CIVIL / PLNG. & DESIGN (FY & TS)
BLDG No. 53
BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHY – 14.

Tender Schedule No. **CT: TS: 025 / 2 17 - 18**

Item percentage rate tender for work required in “**Comprehensive Annual Maintenance Contract for Inverter at Type IV V & VI Quarters in BHEL.**”

Messrs......

.....of.....are / is hereby authorized to tender for the above work. The Tender is to be delivered at the Office of the **Sr. Mgr. / Civil / Plng. & Design (FY & TS), Bldg. No. 53 Ground Floor, BHEL, Trichy – 620 014 up to 14.00 hrs. on 23 12 2017** addressed to the **Sr. Mgr. / Civil / Plng. & Design (Fy & TS), Bldg. No. 53, Ground Floor, BHEL, Trichy – 620 014** superscripting the name of works as mentioned above.

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

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

Issuing Officer with
Designation

CONTRACTOR

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ACCEPTING OFFICER

Contract Agreement No.....

TENDER

To

Sr. Mgr. / Civil / Plng. & Design (Fy & TS)
Bldg.No.53,
Bharat Heavy Electricals Limited
Unit: Tiruverumbur
TIRUCHIRAPPALLI – 620 014.

I / We hereby offer to carry out the work of **“Comprehensive Annual Maintenance Contract for Inverter at Type IV V & VI Quarters in BHEL”**

I / We hereby carefully perused the following documents connected with the above noted work and agree to abide 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 up to 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 sole 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

..... 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