

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

TENDER DOCUMENT (Price BID)

| | | |
|----------------------------|----------|--|
| Name of work | : | Stability Certificates for Industrial Buildings (RCC framed structure buildings, Steel framed structure buildings, other buildings, etc.,) issued by Competent authority empaneled with factory inspectorate |
| Value of work | : | Rs.1.21 Lakhs + Applicable GST |
| Tender Notice No. | : | CF:TN:027/17-18 |
| Tender Schedule No. | : | CF:TS:029/17-18 |
| Period of Contract | : | 26 (Twenty Six) Months |
| EMD | : | Rs 2,500.00/- |
| Issued to | : | |

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

PREAMBLE

1. SCOPE OF WORK:

The Scope of work includes

- i) Inspection of Factory Buildings, (e.g.) walls, roofs and foundations, etc.,
 - ii) Assessing stability of the structures,
 - iii) Pointing out non-conformities,
 - iv) Directing / suggesting the remedial actions to be taken &
 - v) Issue of Stability Certificates for the maximum period of three years as stipulated by Factory Inspectorate, vi) Additional Certificates for machinery installations and Building Constructions and vii) complying the requirements of OHSAS 18000 for stage inspection and issue of certificates for Stability, Machinery installations, and Building Constructions before the expiry of the validity Stability Certificates already issued.
2. The Contractor should produce document proof for certificate of competency issued on their name by Factory inspectorate at the time of tender opening /period of contract. Subsequently it should be renewed to the entire period of contract.
 3. The approximate area of the buildings and the validity of the stability certificate is enclosed here with in the Annexure-1.(Tentative details of Buildings and validity)
 4. The rate quoted shall be as per unit sqm of RCC/ Masonry Buildings with RCC roof and floors and Industrial structures (Steel structures with Metal sheet roofing / AC sheet roofing).
 5. Time is the essence of the contract. Since this is a statutory nature of work, the inspection and allied certification works shall be done, as per the scope mentioned above and certified in time. The agency should make all efforts to complete the work in the stipulated period of **26 (Twenty six)** months.
 6. The tenderer should submit detailed technical specifications on inspection of the buildings for certification along with the offer. The tenderer should engage adequate technical staff competent to Inspect the Buildings.
 7. The tender value includes cost of all charges for inspection, pointing non conformities, directing / suggesting the remedial actions to be taken, issuance of stability certificates, wages of your Engineers, their accommodation, boarding ,transport, and other incidental charges etc., complete. All as per norms of factory inspectorate, standard practices and instructions of Engineer-in-charge.
 8. Tender Value is only approximate and liable for variation without entitling the contractor to any compensation, till the total value of contract vary by more than 20% (twenty percentage).
 9. Quoted rate shall be firm throughout the contract period of **26 (Twenty six) months** and extended contract period if any and no cost escalation will be allowed on any account.
 10. Statement of completed inspection works with detailed measurements for the buildings shall be submitted by the contractor in duplicate along with their claim passing of bills for payment.
 11. The brief description of items of work and respective item rate are given in Bill of quantities of Price Bid . Tenderer has to quote a common single percentage in page No. 15 of Price Bid for all the items given in bill of quantities (i.e.) below (100-X) % / At par (100%) / Above (100+X) %. Applicable GST shall be extra.
 12. **Quoted percentage rate for all items shall be firm throughout the contract period of 26 (Twenty SIX) months including extended period if any and no cost escalation is allowed on any account.**

13. Tenders submitted by post should be sent "Registered Post with Acknowledgement due". These should be posted with due allowance for any delay in postal delivery. Tenders received after the due date and time of opening, tenders are liable to be rejected.

14. Taxes & Duties

The percentage rate offered is for finished item of works as per Bill of quantities attached in the price bid 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 applicable GST.

- a. Response to Tenders will be entertained only if the contractor has a valid GST registration no 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. **Payment shall be effected only after submission of declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & All tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If it is not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.**
- 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, 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.

15. The tenderers are advised to visit BHEL Factory at Tiruchirappalli and get themselves acquainted with the site conditions before submitting the offer.
16. 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.
17. 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.
18. The percentage rate offered is for finished item of works and shall provide for the complete cost fuel, tools, tackles, plant & machinery, temporary works, labour, levies, taxes, transport, lay-out, repairs, rectifications, maintenance till handing over, supervision, labour colony Establishment, services, revenue expenses, overheads, profits & all other incidentals etc., complete.

19. New Taxes / Levies

In case the Government imposes any new levy / tax on the output service / goods / work after award of the contract, the same shall be reimbursed by BHEL at actual. In case any new tax / levy / duty etc. becomes applicable after the date of Bidder's offer, the Bidder / Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same **before opening of Price Bid**. Claim for any such impact after opening the Price Bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

20. After award of work the contractor has to furnish the security deposit, as per Clause 13 of Tender Notice, attached in the Tender Document. Also it is to be noted that after award of work the contractor has to furnish 50 % of security deposit before the commencement of work.
21. For any clarification on the tender document, the bidder may seek the same in writing or through email, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
22. In the event of any conflict between requirement of any clause of this specification / documents / drawings / data sheets etc. or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error / missing pages / other clerical errors in the tender documents, noticed must be pointed out before submission of offer, else BHEL's interpretation shall prevail.

23. Order of Precedence

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- a. Amendments / Clarifications / Corrigenda / Errata etc issued in respect of the tender documents by BHEL
 - b. Notice Inviting Tender (NIT)
 - c. Price Bid
 - d. Qualification Bid
 - e. General Conditions of Contract
24. The decision of Engineer-in-charge shall be final and binding on the contractor regarding clarification of items in this tender schedule.
 25. **The following eligibility criteria shall be complied to fulfill the Qualification Bid:-**
 - A) Valid Certificate of competency issued by office of the Director ,Industrial Safety and Health Office, Tamilnadu for carrying out examination and certification of stability of buildings used in a factory located in the state of Tamil nadu under section 6 of factories act 1948**
 - B) PAN**
 - C) GST Registration No. (or) Declaration Regarding Goods and Service Tax Exemption**
 26. The contractor has to carryout the work in production shops without affecting the production by planning such work on holidays / obtaining proper shut down.
 27. The decision of Engineer-in-charge shall be final and binding on the contractor regarding clarification of items in this tender schedule.
 28. The contractor shall strictly adhere to various labour laws in force.
 29. **The tenderer has to ensure payment of Minimum Wages as per Tamil Nadu State Minimum Wages as applicable under law from time to time.**

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

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

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

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

At present the Tamil Nadu State Government Minimum wages declared is enclosed for your reference (Ref. Page No.17). Normally the revision will be with effect from 1st April of every year. Tenderers are requested to quote their offer after taking into account of the above factor also.

Contractors should ensure that atleast the Prevailing Tamilnadu State Govt minimum wages applicable to General Engineering and Fabrication Industry and BHEL additional wages inclusive of bonus after remitting PF & ESI contributions, shall be paid to the labourers ONLY in their respective bank account by means of NEFT/ RTGS/ IMPS. Payment done through bank in any of the above modes to the individual labour's bank account should NOT be less than the minimum wages announced by the State Government prevailing on the period of execution of work and BHEL additional wages inclusive of bonus after remitting for PF,ESI and other statutory obligations.

While submitting bills by contractor, the proof of payment made to labours through bank as mentioned above should be furnished along with PF and ESI contribution challans to Welfare Section every month for effecting payment by BHEL. Otherwise payment to the bills will not paid to the contractors. In addition, the contractor has to submit wage register as a proof for payment of Minimum wages and additional wages as per prevailing acts, for getting payment from BHEL."

30. The contractor shall ensure compliance of EPF&MP Act 1952, by the subcontractors , if any engaged by the contractor
31. The contractor shall follow norms of BHEL security system for movement of men including bio-metric system & materials within the complex.
32. **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)**
33. BHEL reserves its right to reject the offer on account of unsatisfactory past performance by the present tenderer / his group / group of companies / any member in the consortium in case of consortium in another project / sister unit awarded under different enquiry. The tenderer has to declare the facts of performance with his customers and their contact details with phone & e-mail ids in his letter head. BHEL reserves its right to cancel the tender without assigning any reason.
34. Bank Guarantee format and the list of consortium banks are enclosed for BG submission against Security Deposit
35. Tenderers are requested to furnish the duly filled in E format (attached as separate in the Qualification Bid) sheet along with a cancelled cheque leaf to accept Electronic Fund Transfer / R T G S transfer for any payment from BHEL, Trichy.

36. The works contract to be entered into with the successful tenderer will be governed by the BHEL Revised General Conditions of Contract in force.
37. 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.
38. 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.
39. 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.
40. 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.
41. 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.
42. 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.
43. No night work will be permitted without the written permission of the Engineer – in – charge.
44. Tenderers are requested to furnish the duly filled in E format attached **with this** as separate sheet along with a cancelled cheque leaf to accept Electronic fund transfer / R T G S transfer for any payment from BHEL, Trichy.
45. No advance / No mobilization advance will be given and the part-payment or advance for raw materials brought by the successful tenderer will not be paid. The payment for the finished items of works only will be paid after incorporating the required raw materials into the work, if any.
46. No Over Run Charges shall be applicable under any circumstances.
47. LD / Penalty clause is applicable as per General Conditions of Contract in force.
48. In all matters of dispute, the decision of General Manager BHEL, Tiruchirappalli 620 014 is final and binding on the successful tenderer
49. 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.
50. **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.

51. 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.
52. Any transaction pertaining to the tender from both the parties of business done round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the parties to the business.
53. In case Letter of Intent (LOI) is issued through email, the PC generated time and date of mail shall be construed as the official time and date of release of LOI. In as much as this date is within the last date of validity given by the bidder the LOI is said to have been issued within the validity period and shall be binding on both the parties to the business.
54. Tenderers participating in the tender should declare in their technical bid that whether they have been black-listed / kept on hold for a specified period / given Business holiday for a specified period by any Public sector undertaking or Government departments. The reasons for such action with details and the current status of such hold shall be clearly furnished to BHEL. If no such details are mentioned in the offer then it will be construed that the subject bidder is not under any such hold. But at a later date if it comes to the notice of BHEL about any such hold under enforcement on the subject bidder, BHEL will have every right to reject the offer of such vendors at any point of time and also under any stage of the finalisation of the subject tender irrespective of the status of the subject bidder in that tender. Such bidders will not be permitted to participate in the further tender proceedings and will be communicated suitably. They will not be also considered for any on going tenders even if participated till the hold is officially lifted and confirmed in writing.
55. 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.
56. 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.**

Certificate by Chartered Accountant on letter head

This is to certify that M/s. _____ (hereinafter referred to as "company") having its registered office at _____ is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part II) _____ dtd. _____, Category : ____ (Micro/Small). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year _____ as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land

and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722(E) dated October 5, 2006):

` _____ Lacs

2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act 2006):

` _____ Lacs

(Strike off whichever is not applicable)

The above investment of ` _____ Lacs is within permissible limit of ` _____ Lacs for _____ Micro / Small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro / Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd / mm / yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name:

Membership number:

Seal of Chartered Accountant

Place:

Date:

57. 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

58. 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.

59. ARBITRATION & CONCILIATION

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

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

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

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

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

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

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

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

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

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

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

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

Except as provide elsewhere in this contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference ; arising out of the formation ,breach ,termination ,validity or execution of the contract; or ,the respective rights and liabilities of the parties ; or, in relation to interpretation of any provision of the contract; or , in any manner touching upon the contract, then, either party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitrations of an arbitrator appointed by Head of the BHEL Unit /Region/Division issuing the contract .

The arbitrator shall pass a reasoned award and the award arbitrator shall be final and binding upon the parties.

Subject as aforesaid , the provisions of arbitration and conciliation Act 1996 (India) or statutory modification or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under the clause .The seat of arbitration shall be Tiruchirapalli , Tamil Nadu

The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to the arbitration in terms of clause, the Courts at Tiruchirapalli , Tamil Nadu Shall have Exclusive jurisdiction over any matter arising out of or in connection with this Contract.

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

In case of contract with public sector enterprise (PSE) or a Government department, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either party for arbitration to the sole arbitrator in the Department of public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of public Enterprises. The arbitration and conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute ,provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the law secretary, department of legal affairs ,ministry of law and justice, Government of India. Upon such reference the dispute shall be decided by the law secretary or the special secretary or Additional secretary when so authorized by the law secretary, whose decision shall bind the parties hereto finally and conclusively . The parties to the dispute will share equally the cost of arbitration as intimated by the arbitrator.



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.

Juhar 30/3/17

SDGM (HR-Welfare and Recruitment)

Cc:

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

BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPALLI - 620 014
SCHEDULE - A

Name of Work: : Stability Certificates for Industrial Buildings (RCC framed structure buildings, Steel framed structure buildings, other buildings, etc.,) issued by Competent authority empaneled with factory inspectorate

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. CF:TS:029/17-18 for a period of 26 (Twenty six) months** at the percentage below / at par / above the rates contained in Bill of Quantities appended **below from Page 14 to 15**

I / We further agree to sign an Agreement Bond to abide by the General Conditions of Contract and to carryout all works according to the specifications for materials and works of Bharat Heavy Electricals Limited, Tiruchirapalli-620 014. In case of acceptance of the tender by the BHEL, I/We bind myself/ourselves to execute the contract documents within 7 days after notice that my/our tender has been accepted and this contract has been awarded to me/us and thus failing which I/We shall have no objection to the forfeiture of the Earnest Money amount to **Rs 2,500/-** 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 from **Page 14 to 15.**

| 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 Bill of Quantities appended below from Page 14 to 15 | |
|---------|---------------------------------|--|----------|
| | | In Figures | In Words |
| 1. | Rs.1.21 Lakhs = 100% | | |

Note: BHEL estimate rates are given below. Contractor has to quote Common single percentage rate, Below (100-X) % / At par (100%) / Above (100+X) % with respect to the rates provided in Bill of Quantities below at page 13 both in figures and in words.

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

Name of work: Stability Certificates for Industrial Buildings (RCC framed structure buildings, Steel framed structure buildings, other buildings, etc.,) issued by Competent authority empaneled with factory inspectorate

| Sl. No. | Qty. | Description | Unit | Rate (Rs.P) | Amount (Rs.P) |
|---------|------|---|------|-------------|---------------|
| 1 | | <p>Carrying out the Tests, Examinations and Inspections in accordance with the provisions of the factories Act 1948 or latest and the Rules made there under for issuing certificates in the prescribed forms of Certificate of Stability, Certificate of Machinery installation and certificate of Building Constructions. The tests, Examinations and inspections shall be carried out under the direct supervision of the competent person.</p> <p>The scope of certification includes inspection of factory buildings, (e.g.) walls, roofs and foundations, etc.,, assessing stability of structures, pointing out non- conformities, directing / suggesting the remedial actions to be taken, issue of stability certificates for maximum period of three years as stipulated by factory inspectorate, additional certificates for machinery installations and building constructions and complying the requirements of OHSAS 18000 for stage inspection and issue of stability certificates.</p> <p>Note</p> <ol style="list-style-type: none"> 1) The Contractor should produce document proof for certificate of competency issued on their name by Factory inspectorate for the period covering the contract period. 2) The Payment will be paid for the actual area of the buildings (every floor area will be accounted separately for multi-storey buildings) inspected and certified 3) The Tentative details of Building and its validity is enclosed in Annexure 1. | | | |

| Sl. No. | Qty. | Description | Unit | Rate (Rs.P) | Amount (Rs.P) |
|---|--------|---|-------|-------------|-----------------------|
| 4 | 144210 | RCC framed structure buildings / Masonry structure buildings | Sq.m. | 0.20 | 28842.00 |
| 5 | 459610 | Industrial structures (Steel structures with AC sheet roofing / metal sheet roofing) | Sq.m. | 0.20 | 91922.00 |
| GRAND TOTAL (Applicable GST extra) | | | | | Rs 1,20,764.00 |

CONTRACTOR

15

ACCEPTING OFFICER

SCH SCHEDULE 'B'

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

| Sl.No. | DESCRIPTION | PLACE OF ISSUE |
|--------|-------------|----------------|
| 1 | NIL | |
| 2 | | |

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

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

SCHEDULE 'C'

ISSUE OF TOOLS AND PLANTS TO CONTRACTORS

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

.....Nil.....

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

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

SCHEDULE 'D'

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

| SL.No. | DRAWING NUMBER | DESCRIPTION |
|--------|----------------|-------------|
| 1 | NIL | |

The above drawing is enclosed in the Price Bid.

SCHEDULE 'E'

LEAD STATEMENT

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

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

AUTHORITY TO TENDER

Tender Notice No.CF:TN: **027/17-18** Office of the

**SMCIVIL/PLANNING,Design & QC
BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHY – 14.**

Tender Schedule No.CF:TS: **029/17-18**

~~Lumpsum / Percentage rate / Item rate~~ tender for works required in in **“Stability Certificates for Industrial Buildings (RCC framed structure buildings, Steel framed structure buildings, other buildings, etc.,) issued by Competent authority empaneled with factory inspectorate”**

Messrs. ‘are / is hereby authorized to tender for the above work. The Tender is to be delivered at the Office of the **SMCIVIL/PLANNING,Design & QC ,53 Building Ground floor** Bharat Heavy Electricals Limited, Thiruverumbur, Tiruchirappalli – 620 014, **up to 14.00 hrs. on 21.02.2018** -addressed to the **SMCIVIL/PLANNING,Design & QC,Building No.53 Ground floor**, BHEL. Thiruverumbur, Tiruchirapalli – 620 014 superscribing the name of work as mentioned above.

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

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

**Issuing Officer with
Designation**

Contract Agreement No.....

CONTRACTOR

18

ACCEPTING OFFICER

TENDER

To

SMCIVIL/PLANNING, Design & QC

Bharat Heavy Electricals Limited

Unit : Tiruverumbur

TIRUCHIRAPPALLI – 620 014.

I / We hereby offer to carry out the work of **“Stability Certificates for Industrial Buildings (RCC framed structure buildings, Steel framed structure buildings, other buildings, etc.,) issued by Competent authority empaneled with factory inspectorate”**

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

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

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

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

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

WITNESS

Signature of the Contractor

Date :

1.

2.

GENERAL SUMMARY

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

Rupees.....
.....
.....

Shri..... in
the capacity of
has been duly authorized by me / us to sign the tender for and on behalf of
.....

(In block letters)

Date: _____ SIGNATURE OF CONTRACTOR

Witness: _____ Postal Address: _____

1..... Telephone No.
Address

2.
Address

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

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

.....the said officer 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 here)

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 percentage rates as indicated in Schedule 'A'.

SignatureDate.....

Designation