

Name of works: AMC FOR EMPYREAN X-RAY DIFFRACTOMETER (XRD) AT BHEL-TRICHY FOR 2020-21.

Enquiry No: BHEL-TRY/ WCM/9472000050/ 10.07.2020

BHARAT HEAVY ELECTRICALS LIMITED

TIRUCHIRAPPALLI-620 014

WORKS CONTRACTS MANAGEMENT

NOTICE INVITING TENDER

1.	Tender Ref No:	BHEL-TRY/ WCM/9472000050/ 10.07.2020
2.	Name of works	AMC FOR EMPYREAN X-RAY DIFFRACTOMETER (XRD) AT BHEL-TRICHY FOR 2020-21.
3.	Tender Type	Single Tender
4.	Name of the Vendor	M/s SPECTRIS TECHNOLOGIES PVT LTD, GURGAON
5.	Address of vendor	Unit No: P701-705, 7TH FLOOR. JMD MEGAPOLIS BUILDING, C-BLOCK, SOHANA ROAD, SECTOR-48, GURGAON-122001, HARYANA
6.	Location of work	BHEL -Trichy
7.	Period of contract	Twelve months from the date of award of contract.
8.	Earnest Money Deposit	Nil
9.	Tender Document details	Part-I (Techno Commercial Bid) Annex-I: Bill of quantity, Scope of Work and Terms & Conditions - 05 Pages. Part-II (Price Bid) Annex-II (Price bid) - 01 Page.
10.	Address for Sending Tender document.	To be submitted electronically by logging to e-procurement portal https://bhel.abcpocure.com
11.	Contact person for queries related to tender.	Shri Satya Prakash, Dy. Manager/WCM, BHEL-Trichy Land line: 0431 257 5242; e-mail: satyaprakash@bhel.in Shri Balamurugan M, Manager/ WCM, BHEL-Trichy Land line: 0431 257 6757; e-mail: mbn@bhel.in
12.	Contact person for queries related to scope of work and execution of contract.	Shri G Vimalan, Dy. Manager / WRI, BHEL-Trichy Landline: 0431 257 7143 e-mail : vimlan@bhel.in
12.	Due date for submission of Tender	03.08.2020/ 14:30 Hrs.
13.	Date of Tender Opening	03.08.2020/ 14:45 Hrs. (Offer may be opened as and when received with prior intimation if offer received before due date.)

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INSTRUCTIONS TO THE TENDERER

- Any deviation to this tender terms & conditions, and schedules of this tender will lead to rejection of the offer submitted.
- Tenderer who have been suspended or black listed or issued with “Show Cause Notice” by BHEL, Tiruchirappalli - 620014 or any other unit or GOI will not be allowed to participate in the tender, and bidder should declare the same in the tender. Even during the course of evaluation/ finalization of tender if it is found that some of the parties are black listed/ barred from business transaction/ under business hold, BHEL will not consider them for further participation in the tender.
- Should a tenderer find discrepancies or omissions in the tender documents, or should there be any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time. No extension of time shall be given for submission of the tender on any account.
- Rates should be quoted as per the Work / Rate schedule (Price bid/Part –II). Rates quoted in any other form will not be accepted, and will be rejected.
- The tender must be signed digitally / physically by Partner/ Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the tender.
- If a tenderer deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, the BHEL will reject such tender at any stage.
- Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable for rejection.
- Should a Tenderer's or a Contractor's or in the case of a firm or company of contractors/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the tenders shall be informed in writing of this fact at the time of submission of the tender, failing which the tender may be disqualified, or if such fact subsequently comes to light, the contract may be cancelled.
- The tender schedule, and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
- Tender can be cancelled at any stage due to unavoidable circumstances.
- Bidder are advised not to wait till the last minutes or last few seconds w.r.t tender closing time to submit their offer to avoid complications related with internet connectivity / network problem/ power failure etc.
- In case you are not in a position to submit the offer, please send letter suitably specifying the reasons thereof.

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Annexure -I

PART-I (TECHNO COMMERCIAL BID)

BILL OF QUANTITY, SCOPE OF WORK AND TERMS & CONDITIONS

A. BILL OF QUANTITY

Sl. No.	Description & Scope of Work	UOM	Qty.
1	ANNUAL MAINTENANCE CONTRACT INCLUDING TWO PREVENTIVE MAINTENANCE, TWO BREAKDOWN MAINTENANCE AND REMOTE DIAGNOSIS FOR EMPYREAN X-RAY DIFFRACTOMETER (XRD) DURING 2020-21	Year	1

B. SCOPE OF WORK:

INSTRUMENT DETAIL

Type of Equipment: X-ray Diffractometer
Make: Malvern Panalytical Netherlands
Equipment Model: Empyrean X-ray Diffractometer
Equipment ID: G-CP-101124
Serial No: DY 1891
Internal ID: 85145332

The AMC contract consists of following activities:

1. (Goniometer Linearity, modulation depth using SRM, Goniometer and mechanical parts lubrication, Water flow, level checks, X-ray tube inspection, aging checks, Compressed Air pressure for pneumatics, Fuses, Safety lamps, etc, Detector temperature checks, Noise checks, Cooling fans condition checks).
2. Checking the safety circuits.
3. Check the resolution of detector by Pulse Height Distribution test and adjustment for optimal operation of detectors.
4. Checking the all optics, crystals and cleaning.
5. Checking the Goniometer movement throughout the angular range and fine tuning
6. Firmware maintenance of different e-cards.
7. Check the internal and external cooling circuit for leakage if any. Replace or top-up additional water.
8. Air compressor oil level and condition check, moisture drain and oil filling.
9. Check and clean all pneumatic valves and filters.
10. Check all circuit boards and clean if required.
11. Check operation of HT and tube breeding if required.
12. Check all mechanical movements of the XRD unit
13. Check operation of XRD software. Parameter back-up.
14. Performing Goniometer calibration.
15. OQ after the maintenance with NIST standards available at site .

Note: The consumables required for preventive maintenance work shall be supplied by BHEL.

C. TERMS & CONDITIONS

1. CONTRACT PERIOD AND PLACE OF WORK:

- a) The work shall be carried out within a period of Twelve months from the date of award of work.
- b) The work shall be carried out at BHEL- Trichy.

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2. TIME /DELIVERY SCHEDULE FOR CONTRACT:

- c) The first preventive maintenance shall be completed within 30 days from award of work.
- d) Second preventive maintenance shall be completed within 6 months after the first preventive maintenance visit.
- e) Breakdown maintenance shall be conducted within 05 working days of written communication / telephonic message received from WRI, BHEL-Trichy.

3. PAYMENT TERMS:

- a) 50 % payment of the yearly maintenance charges shall be paid after the completion of each half yearly maintenance service visit after 30 days of submission of bill and certification of area in-charge (BHEL Executive).
- b) Two break down visit per year and remote diagnosis for 2 hours (If required) shall not attract any additional payment irrespective of the time when the breakdown visit has been made during contract period.
- c) The agency shall raise the bill for claiming service amount and shall be routed through area in-charge/BHEL, the area where service was rendered. The payment would be effected only after recommendation from area in-charge for satisfactory completion of such service.
- d) No advance payment shall be paid to the agency for service.
- e) If Goods and Services tax (GST) has been paid by the agency, proof of same is required with the invoice to avoid deduction from our end.

4. LIQUIDATED DAMAGE / PENALTY:

- a) Penalty @ 0.05% of contract value per week of delay in execution of work (preventive maintenance, breakdown maintenance and remote diagnosis) as per delivery schedule and scope of work or part thereof subject to maximum of 10% total contract value.
- b) In case of any amendments / revision, LD shall be linked to the amended / revised PO value.

5. ADHERENCE TO BHEL FRAUD PREVENTION POLICY:

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 BHEL management about any fraud or suspected fraud as soon as it comes to their notice.

2. TERMINATION OF CONTRACT:

- 1. If the services provided by the agency are not to the full satisfaction of BHEL, the maintenance contract may be terminated by BHEL and the charges shall be payable only up to the period, till which the agency has rendered satisfactory services. The decision of BHEL in this regard shall be final and binding on the agency.
- 2. In case of non-compliance with the contract, BHEL shall reserve the right to cancel/rescind/revoke the contract and impose suitable penalty in proportion to damages.

3. GENERAL TERMS AND CONDITIONS:

- a) Safety precautions have to be ensured by the Contractor Depending on the work nature. Necessary work permit system and personal protective equipment's (PPE) such as gloves, helmet, spectacle goggles, safety shoes, safety belt etc. as applicable to Mechanical works should be adhered while carrying out the work.
- b) All safety equipment's to the workmen, safety rules & regulations are to be followed as per BHEL's Safety Rules and Regulations.
- c) BHEL will no way be responsible for any loss of life or any injury caused to any of the contractors or their crew while executing the above work at BHEL premises.
- d) The contractor or his/her crew should handle the machinery and other equipment's entrusted to them by BHEL with utmost care and return them safely after execution of stipulated work. The cost of damage, repair due to improper handling of machinery and equipment will be recovered from the contractor.

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- e) Contractor shall ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
- f) Contractor will be responsible for the good conduct of his/her employees. In case of any misconduct/misbehavior by any employee, the contractor will replace such employee(s) immediately.
- g) Contractor will ensure that the job is executed through his/her employees on and under no circumstances, the contractor will not deploy any casual employee to carry out the job nor shall subcontract the job without prior written permission.
- h) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- i) BHEL reserves the right to cancel and terminate the contract at any time without assigning any reason.
- j) The proof of execution of work should be submitted along with each bill (printed form with covering letter and proof for execution of work).
- k) The bill should be submitted within a week after execution of work.
- l) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his/her employees from the establishment of BHEL. In case, contractor decides to terminate services of his/her employees, he should settle all terminal dues including retrenchment compensation.
- m) BHEL reserves the right to alter any of the terms & conditions of the contract and any such changes will be intimated to the contractor from time to time.

4. ARBITRATION & CONCILIATION: Except as provided 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 arbitration 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 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 (the place from which the contract is issued)

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

Subject to the arbitration in terms of Clause above, 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 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.

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5. **JURISDICTION:** In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Trichy, Tamil Nadu only shall have the Jurisdiction and is only after exhausting the, Arbitration, Clause 8.

6. GOODS & SERVICE TAX (GST) REGISTRATION & COMPLIANCE

1. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.

2. Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) 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), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.

3. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).

4. Invoices will be processed only upon completion of statutory requirement and further subject to following:

- a) Vendor declaring such invoice in Form GST ANX-1
- b) Receipt of Goods or Services and Tax invoice by BHEL

5. As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).

6. In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.

7. In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor

8. In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.

9. Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.

10. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.

11. GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.

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IMPORTANT NOTE FOR GOODS AND SERVICES TAX:

At the time of bill passing, the Contractor Shall submit the copy of the remitted GST challan of previous month/Quarter as proof of GST remitted to tax authorities and also a Certificate Stating that "GST Collected from BHEL has been remitted to tax authorities".

12. Assignment of Transfer of Contract:

The Contractor shall not assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor.

13. Sub-Contract:

The Contractor shall not sublet any portion of the contract.

14. Compliance to Regulations and Bye-Laws:

The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-laws of any local authority. The Contractor shall be bound to give all notices required by statutory regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

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**PART-I (No Deviation Certificate)
(To be accepted in e-Procurement Portal)**

We M/s. do hereby declare that

*We have read and clearly understood the contract details w.r.t Bill of quantity, Scope of Work and Terms and Conditions in Tender Schedule of “**AMC FOR EMPYREAN X-RAY DIFFRACTOMETER (XRD) AT BHEL-TRICHY FOR 2020-21.**” Enquiry No: BHEL-TRY/ WCM/9472000050/ 10.07.2020 and accordingly we accept the same without any Deviation what so ever.*

- 1. We unconditionally agree to all the tender conditions w.r.t Bill of quantity, Scope of Work and Terms and Conditions and no new conditions are imposed by us in the technical / price bid. I understand in the event of imposing any condition in the technical / price bid, such condition would be ignored by BHEL and terms and conditions as per tender will be considered for the purpose of evaluation.*
- 2. We confirm that none of our group concern or affiliates etc., appears on the list of suspended or blacklisted / banned firms / companies by BHEL (list available on www.bhel.com) or any PSU/ Government organization nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company.*
- 3. We confirm that if any of the above statement / information furnished by us in this tender is found to be false/ fake at any stage of tender evaluation or during execution of contract, BHEL will have the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc. as deemed fit.*

Your Faithfully

*Authorized signature
with seal and address*

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Annexure -II

PART-I (PRICE BID)
(FOR REFERENCE ONLY)

Sl. No	DESSCRPTION	UOM	QTY	Unit Rate (₹/ UOM)	Total Value (₹)
1	ANNUAL MAINTENANCE CONTRACT INCLUDING TWO PREVENTIVE MAINTENACE, TWO BREAKDOWN MAINTENANCE AND REMOTE DIAGNOSIS FOR EMPYREAN X-RAY DIFFRACTOMETER (XRD) DURING 2020-21	YEAR	1	Vendor to quote the unit rate for one year in e-procurement portal.	This value shall be calculated automatically in e-procurement portal.
GST @ % (₹)					Vendor to quote the applicable GST % in e-procurement portal.
Total including GST (₹)					This value shall be calculated automatically in e-procurement portal.