

Calibration of Rockwell Hardness Testers

BHARAT HEAVY ELECTRICALS LIMITED
(A Govt. of India Undertaking)

Seamless Steel Tube Plant, Tiruchirappalli- 620 014.
CONTRACTS / MATERIALS MANAGEMENT

Phone No. 0431 2578426

e-mail:
barathiar@bheltry.co.in

NOTICE INVITING TENDER (NIT)

1	NAME OF THE WORK	Calibration of Rockwell Hardness Testers																		
2	AREA OF THE WORK	SSTP																		
3	ENQUIRY NUMBER	9651700140 dt. 27.12.2017																		
4	EARNEST MONEY DEPOSIT	Rs. 200/-																		
5	PERIOD OF CONTRACT / COMPLETION TIME	Six Months																		
6	LAST DATE FOR SUBMISSION OF OFFER	14.30 Hrs on 18.01.2018																		
7	TECHNO COMMERCIAL OFFER OPENING DATE	15.00 Hrs on 18.01.2018																		
8	PRICE BID OPENING / RA DATE	WILL BE INTIMATED TO TECHNICALLY QUALIFIED VENDORS																		
9	TENDER DOCUMENT DETAILS	<p style="text-align: center;">A - Techno Commercial bid</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 20%;">PART - 1 A</td> <td>QUALIFYING CRITERIA</td> </tr> <tr> <td>PART - 1 B</td> <td>GENERAL INSTRUCTIONS TO TENDERER</td> </tr> <tr> <td>PART - 1 C</td> <td>GENERAL TERMS & CONDITIONS</td> </tr> <tr> <td>PART - 1 D</td> <td>SPECIAL TERMS & CONDITIONS OF CONTRACT</td> </tr> <tr> <td>PART - 1 E</td> <td>COMPANY / CONTRACTOR DETAIL</td> </tr> <tr> <td>PART - 1 F</td> <td>CERTIFICATE OF COMPLIANCE</td> </tr> <tr> <td>PART - 1 G</td> <td>SCOPE OF WORK</td> </tr> <tr> <td colspan="2" style="text-align: center;">B - PRICE BID</td> </tr> <tr> <td>PART - 2</td> <td>PRICE BID</td> </tr> </table>	PART - 1 A	QUALIFYING CRITERIA	PART - 1 B	GENERAL INSTRUCTIONS TO TENDERER	PART - 1 C	GENERAL TERMS & CONDITIONS	PART - 1 D	SPECIAL TERMS & CONDITIONS OF CONTRACT	PART - 1 E	COMPANY / CONTRACTOR DETAIL	PART - 1 F	CERTIFICATE OF COMPLIANCE	PART - 1 G	SCOPE OF WORK	B - PRICE BID		PART - 2	PRICE BID
PART - 1 A	QUALIFYING CRITERIA																			
PART - 1 B	GENERAL INSTRUCTIONS TO TENDERER																			
PART - 1 C	GENERAL TERMS & CONDITIONS																			
PART - 1 D	SPECIAL TERMS & CONDITIONS OF CONTRACT																			
PART - 1 E	COMPANY / CONTRACTOR DETAIL																			
PART - 1 F	CERTIFICATE OF COMPLIANCE																			
PART - 1 G	SCOPE OF WORK																			
B - PRICE BID																				
PART - 2	PRICE BID																			
10	TENDER TO BE ADDRESSED TO	Senior Manager / Contracts, Materials Management / SSTP, BHEL, Trichy-620014. TAMILNADU, INDIA																		

The Tender documents can be down loaded from BHEL website / Govt. website. (www.bhel.com / tenders.gov.in)

Tender for above mentioned work should be submitted in a sealed cover consisting of three inner sealed covers. First cover shall contain EMD, second cover shall contain Part-1: Technical cum commercial offer and third cover shall contain Part-2: Price bid. All superscripting the name of work, enquiry number and enquiry due date.

1) **" Payment of EMD & SD must be in e-Collect mode only, while making such payment, Enquiry number may be mentioned in Remark column"**

2) Tech. cum commercial offer cover shall contain all documents duly filled and signed by the tenderer in all the pages with documentary evidences for qualifying criteria such as experience, value of work executed in the similar nature of work etc. Any bid without proper documentary evidence for qualifying criteria shall not be considered for further evaluation.

3) The price bid cover shall contain price bid document duly filled in and signed by the tenderer in all the pages. The tenderer has to quote most competitive rates for all the items given in the Bill of Quantities in price bid.

Calibration of Rockwell Hardness Testers

The completed qualification bid and price bid along with requisite EMD for this work shall reach the office of the undersigned on or before **18.01.2017 at 14.30 Hrs.**

The Technical cum commercial offer will be opened on the same day at **15.00 hrs.** In case of opening day falls on holiday or happened to be declared as a holiday the receipt and opening of the tender shall automatically fall on the same timing of the next working day. Date and time of opening of the Price Bid shall be intimated only to those bidders whose Tech cum commercial offer is accepted. You / Your authorized representative may participate in the tender opening.

Clarification if any, can be obtained from the undersigned.

Thanking you,

Yours faithfully,
For Bharat Heavy Electricals Limited,

Senior Manager / Contracts,
Materials Management / SSTP,
BHEL, Trichy-620014.
TAMILNADU, INDIA

Encl:

- 1) Part-1: Technical cum commercial Bid.
- 2) Part-2: Price bid.

Calibration of Rockwell Hardness Testers

PART – 1G

SCOPE OF WORK

1. Single time servicing and calibration of 2 numbers of hardness testing machines (TWIN/FIE make & RAS/FIE make) are to be carried out in presence of BHEL officials and to their satisfaction.
2. For calibration of hardness testers, master standard blocks traceable to national/international standards are to be used.
3. In case of any spares required during servicing the same shall be supplied/replaced by the services contractor with prior approval of BHEL official and the payment for this is to be made by SSTP/BHEL as per the invoice and certification of the executive in charge.
4. The agency should submit the validity of NABL accredited certificates for the calibration blocks and these blocks certificates should be in their name. The soft copy shall be submitted immediately after work order release and hardcopy at the of calibration.
5. The service contractor should have the experience of three service contracts of similar machines and the certificates for this should be produced a long with the enquiry.
6. Contract shall be awarded on a "single package basis" only to one contractor, who quotes the lowest rates/price over all.
7. The proof of execution of work should be submitted along with each bill (triplicates) (printed form with covering letter and proof for execution of work) and payment will be made only on the submission of necessary certificates duly signed by area executive officer.

Place:

Date:

Signature of the Tenderer
with seal & full address...

Calibration of Rockwell Hardness Testers

ANNEXURE - II GENERAL CONDITIONS

1. DEFINITIONS

Throughout these conditions and in the specifications the terms:

- (a) "THE CONTRACTEE" means the Bharat Heavy Electricals Limited" acting through the 'General Manager, Seamless Steel Tube Plant, Tiruchirappalli – 620 014. Unless the context otherwise provides.
- (b) "THE CONTRACTOR" means the person, firm or company with whom the order for the WORKS is placed and shall be deemed to include the Contractor's successors (approved by the Contractee) representatives, heirs executors and administrators as the case may be unless excluded by the terms of the contract.
- (c) "DRAWINGS" means the drawings exhibited or provided for the guidance of the Contractor.

2. EXECUTIONS

The whole contract is to be executed in the most approved substantial and workman like manner to the entire satisfaction of the Contract, or the Inspector – Officer who shall have power to reject any of the works of which he may disapprove: and his decision thereon and any question as to the true intent and meaning of the specifications of drawing of the work necessary for the proper completion of the contract, shall be final and conclusive. The contractee may require alteration if any to be made during the progress of works and should these alterations be such that either party to the contract considers an alteration in the charges justified, such alteration shall not be carried out until amended by the Contractee. Should the Contractor proceed to carryout work without obtaining the consent of the Contractee in writing to amended cost for the alteration works, the Contractor shall be deemed to have agreed to execute alteration works at such charges as may be considered responsible by the Contractee.

3. FORCE MAJEURE

If at any time during the continuance of this Contract the performance in whole or part by either party of any obligation under this contract shall be prevented or delayed by reasons of war, hostilities, act of public enemy civil commotions, sabotage, fires, floods, explosions, epidemic, quarantine restriction or acts of GOD (herein referred to as events) then provided the notice of the happening of any such events is given by either party to other party within 21 (Twenty one) days from the date of occurrence thereof, either party shall be reason of such event not be entitled to terminate this contract, nor shall either party have any claim for damages against the other in respect of such non-performance and delay in delivery under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision to the Contractee as to whether the deliveries, have been so resumed or not shall be final and conclusive. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the Contractee subject to prompt notification by the Contractor to the Contractee of the particulars of the events and supply to the Contractee if required of any supporting evidence. Any waiver of time in respect of any supporting evidence. Any waiver of time in respect of partial installments shall not be deemed to be a waiver of time in respect of remaining deliveries.

4. TERMINATION OF CONTRACT:

If as a result of difficulty in procurement of raw materials or due to force majeure reasons or any other reasons or any other reasons whatsoever the contractor is unable to keep the delivery schedule of the Contractee, extension of time may be granted by the Contractee to the extent considered necessary. Should there be delay in supply beyond the extended date of delivery, it shall be open to the Contractee to terminate the contract in part or full and make other arrangements for executing the works elsewhere at the cost and risk of the Contractor.

5. INTERPRETATION

Calibration of Rockwell Hardness Testers

Any dispute or difference of opinion in respect of the interpretation, effect or application of this particular Condition of the Contract or of the amount recoverable hereunder from the contractor shall be decided by the Contractee and the decision shall be final and conclusive.

6. ARBITRATION

In the event or any question of dispute arising under these conditions or in connection with this contract. (Except as to any matters) the decision of which is specially provided for in these conditions the matter in dispute shall be referred to two arbitrators, one to be nominated by the Contractee and one to be nominated by the Contractor, or in the case of said arbitrators not agreeing then to an umpire to be appointed by the arbitrators in writing before proceeding on the reference and the decision of the arbitrators or in the event of their not agreeing the decision of the said number shall be final and conclusive and the provisions of the Indian Arbitration Act. 1940 and the rules there under and any statutory notification thereof shall be deemed to apply to and be incorporated in the Contract. The Venue of any such arbitration shall be in Tiruchirapalli (Tamil Nadu).

7. BOOK EXAMINATION CLAUSE

- (i) The Contractor shall, whenever required produce or cause to be produced or examination by any officer of the contractee, authorize in that behalf any cost of other account book or account voucher, receipt letter, memorandum, paper or writing or any copy of extract from any such document and also furnish information and returns verified in such a manners may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining the cost of execution of this contract(the decision of such officer of the contractee on question or relevancy of any documents, information of return being final and binding on the Parties) The obligation imposed by this clause is without prejudice to the obligation of the contract / or under any statute rules or orders binding the contractor.
- (ii) The contractor shall if the authorized officer or the contractee so requires (whether before or after the prices have been finally fixed) afford facilities to the officer of the contractee concerned to visit the Contractor's Works for the purpose of examining the process of manufacture and estimate or ascertaining the cost of production of the articles, if any portion of the work be carried out by a Sub – Contractor or any subsidiary or a allied Firm or Company, the authorized officer of the contractee shall have power to secure the books of such sub-contractor, or any subsidiary or allied Firm or Company shall be open to his inspection.

8. SET – OFF CLAUSES

Payment shall be subject to the deduction of any amount for which the Contractor is liable under this Contract, or any contract in respect of which Bharat Heavy Electricals Limited, Tiruchirappalli – 620 014, Tamilnadu is the Contractee.

9. DELAYED EXECUTION, FAILURE AND TERMINATION OF CONTRACT

The time for and the date of delivery of work stipulated shall be deemed to be essence of the contract and delivery must be completed not later than the date as specified if the contractor fails to deliver the equipments or installments there of within the period fixed for such delivery or at any time repudiate the contractee may recover damaged for breach of contract as under.

- (i) Recover from the contractor as agreed Liquidated damages a sum equivalent to ½ % per week, of the work value, for the work delayed or part thereof where delivery for each work is accepted after the expiry of the delivery period. The Maximum LD will be 10% of the contract vaue.
- (ii) Sub – contract the work elsewhere without notice to the contractor on the account and at the risk of contractor the work not so delivered without cancelling the contract in respect of installments of work not yet due for delivery.

Calibration of Rockwell Hardness Testers

- (iii) Cancel the contract or a portion thereof and if so desired sub – contract the work elsewhere at the risk and cost of the contractor.
- (iv) Contractee will have no liability to any stoppage in the work resulting in the labour of the contractor being idle either due to the above mentioned work or break down of the erection equipments tools and tackless to be supplied by BHEL, if any or due to other causes arising form the manner of executing the work.

10. LAWS GOVERNING THE CONTRACT:

(i) This Contract shall be governed by the Indian Laws for the time being in force.

(ii) irrespective of the place of execution of the contract, place of delivery, place of payment under the contract, the contract shall be deemed to have been made the place at which the acceptance of the tender has been issued.

11. JURISDICTION FOT HE COURT:

The courts of the place from where the acceptance of the tender has been issued shall alone have jurisdiction to decide dispute arising out of or in respect of this contract.

12. OTHER CONDITIONS

(i) While executing the said work the contractor shall adhere to safety regulations and provide safety measures as per the enclosed annexure the violation of this will lead to punitive action on the contractor.

(ii) The contractor is required to get endorsement by the security at SSTP Main Gate for the entry of each material covered under the contractors scope of supply and the same is to be submitted along with the bill for processing the same.

Contracts Executive

ANNEXURE – III

General conditions of safety.

- 1 The contractor should follow all the safety rules and instructions issued by the management from time to time.
- 2 All the contract workmen must be briefed about their work nature and hazards involved, in advance.
- 3 The Contractor shall provide all safety devices and personal protective equipment to their workmen at their cost and shall ensure that his workmen wear / use such devices or equipment provided to them while doing the work and there should not be any relaxation on this.
- 4 All electrical appliances must be provided with earthing arrangement
- 5 Portable grinders must have guard.
- 6 All the hand tools must be in a good condition.
- 7 Material handling activities should be done only by competent / experienced persons.
- 8 **NOTICES OF ACCIDENTS:** In the event of an accident the contractor shall be required to fill injury report and submit to the Engineer In charge immediately and ensure compliance of ESI / Workmen"s Compensation of accident as per the Act.
- 9 In case of accidents, injured person must be referred to outfield Medical Centre for First Aid treatment. The supervisor or the Contractor should accompany the injured person along with injury report or letter from respective department.
- 10 Fire precaution must be strictly adhered to.
- 11 Any untoward incident should be reported to Safety Engineering Department immediately.
- 12 Women worker are not allowed to work after 6 PM
- 13 Ensuring proper lashing of the components while being transported in vehicles.
- 14 The vehicle must have side supports or have body to support the materials conveyed.
- 15 Materials should not be allowed to overhang from the rear edge of the body of the vehicle.
- 16 Materials should not be allowed to extend or overflow over the sides of the vehicle.
- 17 Driver must have the proper licence.
- 18 Vehicle must not be over-loaded than the prescribed.
- 19 Red flags and lights for parts projecting from the body of the vehicles must be provided.
- 20 The speed restriction within the factory premises must be strictly adhered to.
- 21 The gas cylinders must always be handled on trolleys or kept tied down when not in use. They should never be rolled or used as roller for conveying. They should not be used without regulators. The gas cylinders should not be left on the roads or at work centre after completion of work.
- 22 Gas cylinders with proper caps only will be allowed inside the factory for works.
- 23 All excavations must be barricaded and red lamps must be provided.
- 24 The Contractor and his workmen should cover under Employees State Insurance Scheme in addition to other insurance benefits.
- 25 Contractors should engage workers of age of 18 years and above.
- 26 **HOUSE KEEPING**
 - a) The Contractors must try to kept their work areas neat and clean.
 - b) All unwanted materials should be removed then and there.
 - c) The work area must be made clean after completion of work.
 - d) The waste and other scrap materials should be put into the respective bins.
 - e) The drying of personal clothing inside the plant it prohibited.
- 27 **PERMIT SYSTEM**

Working above 3 meter elevavtion is considered as WORKING AT ELEVATION for which proper care has to be taken y the contractor for the safety of their crew. Necessary safety belt or life line, working platform with toe – board and handrail should be provided for continuous working at heights.

Before starting the work at height (above 3 mtrs), the Contractor must obtain permit to work from all the agencies concered including Safety Engineering Department.

Before entering into confined space, a clearance should be obtained from Safety Engineering Department. Such work should be carried out in the presence of a responsible person.

While carrying out welding or gas cutting work inside cellars and tunnels, Fire Service section should be kept informed. The contract workmen should not be allowed to enter hazardous and prohibited areas without permission from respective department.

Contracts Executive.

Calibration of Rockwell Hardness Testers

EMD: Rs. _____

1) " Payment of EMD & SD must be in e-Collect mode only, while making such payment, Enquiry number may be mentioned in Remark column"

Procedure to remit money to BHEL Trichy's Account : Login to :

<https://www.onlinesbi.com/prelogin/icollecthome.htm?corpID=574693> 1. Select State Bank Collect

available on the top (pre login page) 2. Accept the terms and conditions and click "PROCEED" 3.

Select State "TAMILNADU " and Institution type " INDUSTRY ". 4. Select " BHEL TRICHY under

"INDUSTRY". 5. In the next page, Select APPROPRIATE category, fill details correctly & click

"SUBMIT". 6. If all details entered are correctly populated, click "CONFIRM "to proceed. 7. Make

payment as per your convenience. (Options available are payment of fees through SBI Net Banking, State Bank ATM cum Debit Cards / Other Bank Debit / Credit Cards and through SBI Branches). 8.

SAVE & Keep the copy of receipt for future reference. 9. Outsiders as well as BHEL Employees can

use this facility We may also Login by typing " SBI e-collect " in Google.

Calibration of Rockwell Hardness Testers

Annexure – IV

SPECIAL TERMS AND CONDITIONS OF Enquiry

1. The contractor should maintain a Work Diary containing the details of work executed by him from time to time on Shift/Daily basis and obtain the signature from official concerned nominated for this purpose for having executed the work correctly and satisfactorily.
2. The contractor may be called upon any time within the contract period. Contractor must be willing to work at any time including Sundays and Holidays. For which advance intimation will be given one day prior to Holiday / Sunday.
3. SSTP/BHEL, Trichy 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. 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.
5. If a Contractor withdraws his offer after submission of his tender or after acceptance of his tender, fails to start the work in accordance with the instructions of BHEL, the Earnest Money Deposited by him shall be forfeited and the acceptance given by BHEL for his tender shall be withdrawn.
6. GST if any, payable extra to the quoted rate, shall be specifically indicated in the Un-Priced Bid, failing which the quoted rates shall be Considered as 'all inclusive'.
 - I. Wherever GST is liable to be paid by the contractor, the contractor shall register himself under the GST Rules and a Self-attested copy of Certificate of Registration shall be furnished to Account Dept.
 - II. After registration, the payment of GST shall be effected by the contractor to the Central Government monthly/quarterly based on the invoices raised before the due date of payment. The GST Return also shall be submitted to the Government before the due date.
 - III. The invoice/bill in original duly signed by the contractor claiming the payment for GST shall clearly indicate the following:
 1. Continuous Serial no. & date of the bill
 2. Cost of the service
 3. Separately showing the GST amount calculated at the applicable rate
 4. PAN based GST Registration No.
 - IV. The GST claimed in the bill will be paid to the contractor based on the proof of payment of GST to the Government for the previous month/quarter as the case may be.
7. AVAILING INPUT TAX CREDIT (ITC): For service after implementation of GST i.e. after 30.06.2017, the following conditions will apply and vendor shall fully comply to the below points.

Indigenous Service Provider:

 - I. Response to Tenders for Indigenous vendor will be entertained only if the vendor has a valid GST registration no which should be clearly mentioned in the offer. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer.

Calibration of Rockwell Hardness Testers

II. Supplier shall mention their GSTN 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.

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

IV. 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.

V. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any incomplete work/service, 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 (details to be uploaded in GSTN portal) for the non-completion of work, within the calendar month notified by EIL IEL.

VI. For any such delay in availing of tax credit for reasons attributable to vendor (as mentioned above), interest (calculated SRI 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.

VII. GST is also applicable for LD and same will be recovered from defaulted contractor.

8. The proof of execution of work should be submitted along with each bill (in Triplicate) (printed form with covering letter and proof for execution of work) and Payment will be made only on the submission of necessary certificate duly signed by area Executive / officer.
9. **E – PAYMENT** : With the advent of electronic mode of funds transfer for effecting payments, we request you to fill up the format attached and get it endorsed by your banker and submit to us as to release the payment thro' RTGS.
10. Contractors should quote for all enquiry items, other wise it is liable for rejection. All entries in the tender documents should be in one ink. Erasures and overwriting are not permitted. All cancellations and insertions should be duly attested by the tenderers concerned. Unit rates should be quoted in figures as well as in words for all the items shown in the attached schedule. Wherever there is a difference in the two, the rates in words will be taken as final.

Contracts Executive

Calibration of Rockwell Hardness Testers

PART – 2

1. Rates should be quoted for all the items in the price bid.
2. Rates shall be written in words and figures. In the event of difference, the rate in words shall be valid and binding. Unit rate shall be considered correct in the event of any discrepancy with regard to total rate.
3. The Rate quoted shall be firm throughout the currency of the Contract without any price variation Clause.

PRICE BID

The Rate quoted shall be firm throughout the currency of the Contract without any price variation Clause.

Sl.No.	Description Of Work	UNIT OF MEASUREMENT	QTY	RATE PER UNIT IN Rs.	
				IN FIGURES	IN WORDS
1	Calibration of TWIN Make Hardness tester	No	1		
2	Calibration of RAS Make Hardness tester	NO	1		

GST.....%

Place:
Date:

Signature of the Tenderer
with seal & full address...