



BHARAT HEAVY ELECTRICALS LIMITED
Seamless Steel Tube Plant
Tiruchirappalli- 620 014.
CONTRACTS / MATERIALS MANAGEMENT
Phone No: 0431 257 7849
e-mail: jjjohn@bhel.in

Enq No: 9652200015

Date: 12.02.2022

NOTICE INVITING e-TENDER (NIT)

Dear Sir/ Madam,

Subject: TWO-part e-Tender Inviting techno-commercial and price bids for the following works, to be done at SSTP-BHEL, Trichy.
"Calibration of TWIN model Hardness tester, Calibration of RAS model Hardness tester."

Please submit your competitive offer through e-procurement portal <https://eprocurebhel.co.in> only, for the above subject works as per the conditions given in the WORK/ RATE SCHEDULE and tender conditions enclosed along with the tender.

1	NAME OF THE WORK	Calibration of TWIN model Hardness tester, Calibration of RAS model Hardness tester.	
2	AREA OF THE WORK	LAB / SSTP	
3	ENQUIRY NUMBER & DATE	9652200015 dated 12.02.2022	
4	TOTAL EARNEST MONEY DEPOSIT (EMD)	Rs.180/-	
5	BANK GAURANTEE	NA	
6	PERIOD OF CONTRACT / COMPLETION TIME	ONE MONTH from date of award of work.	
7	LAST DATE/TIME FOR RECEIPT OF OFFER	14:00 Hrs on 23.02.2022	
8	TECHNO COMMERCIAL OFFER OPENING DATE/TIME	14:30 Hrs on 23.02.2022 Change in opening date, if any, will be intimated later.	
9	PRICE BID OPENING DATE	The date/ time of price bid opening will be intimated to the techno-commercially qualified tenderer separately.	
10	TENDER DOCUMENT DETAILS	PART -1: TECHNO COMMERCIAL BID	
		PART - 1 A	PRE-QUALIFICATION 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	NO DEVIATION CERTIFICATE
		PART - 1 H	SCOPE OF WORK
		PART-2: PRICE BID	
		PART - 2	PRICE BID (Vendor to quote the price in eprocurebhel.co.in portal as per the reference price bid format enclosed as PART-2: PRICE BID of Tender documents)
11	CONTACT DETAILS FOR QUERIES RELATED TO TENDER	JIBU JACOB JOHN, MANAGER, PURCHASE, CONTRACTS & MS, SSTP, BHEL, TRICHY – 620014, 0431 257 7849; e-mail: jjjohn@bhel.in	
12	WORKING AREA CONTACT DETAILS	S. MANOJI KUMAR, Manager, Quality, SSTP, BHEL, TRICHY – 620014, 0431 257 8467; e-mail: manojkumar.s@bhel.in	

The Tender documents can be downloaded from BHEL website (http://www.bhel.com/tender/tender_home.php)

SPECIAL INSTRUCTIONS TO THE BIDDERS:

- 1) Bidder should arrange for the EMD as specified in the tender document. Mode of Payment of EMD shall preferably be in e-Collect mode only, while making such payment, Enquiry number to be mentioned in Remark column. Bidders registered as MSE [either Udyog Aadhar Memorandum(UAM) or else UDYAM registration certificate] / NSIC / SSI are exempted from paying EMD subject to submission of valid Registration document along with Tender. These bidders can avail EMD Waiver benefits only if they submit/upload any of the following documents in eprocurebhel.co.in along with the offer:
 - (i) the attested copies of either **valid EM-II Certificate** (five years from the date of issue of acknowledgement in EM-II or else, with attested original copy of a CA Certificate in Enclosed Format)
 - or
 - (ii) **MSE** [either Udyog Aadhar Memorandum(UAM) -along with CA certificate in original in attached format or else UDYAM registration certificate]
 - or
 - (iii) **valid NSIC**
 - or
 - (iv) **SSI certificate.**Tenders without EMD or MSE or NSIC or SSI or EM-II proof as above will be summarily rejected and the Technical bid & Price bid shall not be considered for further evaluation.
- 2) In case of offline payments, the hardcopies of Earnest Money Deposit (EMD) document/ DD /Banker's cheque submitted to Contracts/SSTP(BHEL) and the soft-copies uploaded at the time of online bid submission should be the same, otherwise the tender will be summarily rejected. The hardcopy of above documents should be posted/couriered/given in person in a sealed cover super scribing "Name of Work/Enquiry number/Enquiry due date/EMD" to the Tender Inviting Authority, within the bid submission date and time for the tender.
- 3) Tech. cum Commercial offer shall contain all documents duly filled and signed by the tenderer and affix seal for having accepted the conditions, in all the pages with documentary evidences for Pre-Qualification Criteria (PQC) such as experience, value of work executed in the similar nature of work etc., and upload in eprocurebhel.co.in portal. Any bid without proper documentary evidence for qualifying criteria shall not be considered for further evaluation. All the corrections / cancellations / insertions, if any, shall be duly attested by the Bidders concerned.
- 4) Vendor to quote the price in eprocurebhel.co.in portal as per the reference price bid format enclosed as PART-2: PRICE BID of Tender documents. The tenderer has to quote most competitive rates for all the items given in the Bill of Quantities in price bid.
- 5) 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.
- 6) Kindly ensure that the total size of the scanned documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.
- 7) 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.
- 8) Bidders are advised take due care while quoting the technical and price bids forms in the eprocurebhel.co.in system. Bidders, those who tampers with tendering procedure affecting ordering process or misusing the technical information of the tender document or withdrawing their offer after price bid opening, will be penalized as per BHEL guidelines on suspension of business dealings with suppliers/ contractors. Abridged version of the guideline is available in www.bhel.com.
- 9) It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.
- 10) The bidder has to upload the scanned copy of all the mentioned original documents (in colour) during online bid-submission.
- 11) In case you are not in a position to submit the offer, please send letter suitably specifying the reasons thereof.

The completed Techno-Commercial bid and Price bid along with requisite EMD for this work shall be uploaded in e-procurement portal <https://eprocurebhel.co.in> on or before **23.02.2022 at 14.00 Hrs.**

The Technical cum commercial offer will be opened on the **23.02.2022** at **14.30 Hrs**. Change in Techno-commercial offer opening date, if any, will be intimated later. 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.~~

Thanking you,

For **Bharat Heavy Electricals Limited,**

Jibu Jacob John

Manager,
PURCHASE, CONTRACTS & MS,
Administrative Building,
SSTP / BHEL / Trichy – 620014.
Tamilnadu, India.
Phone: 0431-257 7849
Email: jjjohn@bhel.in

Encl ;

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

PART-1

TECHNO-COMMERCIAL BID

PART - 1A: PRE-QUALIFICATION CRITERIA

Sl. No	Description	Vendor to confirm
A	EXPERIENCE: The service contractor should have the experience of three service contracts of similar machines and the certificates for this should be produced along with the enquiry	<input type="checkbox"/> Enclosed/ <input type="checkbox"/> Not Enclosed
B	Name and contact details like E-mail, phone number, Fax no etc. of the Customer / company where the maintenance contract is executed. Bidder to give details.	
C	BHEL Vendor code & Division (if applicable)-	
D	The rate should be quoted in firm throughout the currency of the contract without any price variation clause.	<input type="checkbox"/> Accepted/ <input type="checkbox"/> Not Accepted
E	Income Tax Registration (PAN) (copy of PAN to be uploaded in eprocurebhel.co.in portal)	<input type="checkbox"/> Enclosed/ <input type="checkbox"/> Not Enclosed
F	Goods & Service Tax Registration (copy of GST Registration to be uploaded in eprocurebhel.co.in portal) (Declaration to be attached if vendor is Exempted from paying GST)	<input type="checkbox"/> Enclosed/ <input type="checkbox"/> Not Enclosed
G	(i) Mobile number (which is linked to GST registration number)- (ii) Email id (which is linked to GST registration number)- (iii) HSN / SAC code- Offer will be entertained only if the bidder submit the details as above & has a valid GST registration Number. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer. Otherwise the offer shall be rejected.	
H	Acceptance for Scope of Work as per the Enquiry	<input type="checkbox"/> Accepted/ <input type="checkbox"/> Not Accepted
I	Acceptance for All Terms & Conditions as per the Enquiry; viz. Safety, LD/Penalty, Risk Purchase, Suspension of Contract, Indemnity, BHEL Fraud Prevention Policy, etc. as given in "General Terms & Conditions".	<input type="checkbox"/> Accepted/ <input type="checkbox"/> Not Accepted
J	BHEL may verify the information provided by vendor. In case the information provided by vendor is found to be false/ incorrect, the offer shall be rejected. Bidder to confirm.	<input type="checkbox"/> Accepted/ <input type="checkbox"/> Not Accepted
K	No deviation certificate (as indicated in PART-1G of the tender document) on bidder's Letter head, Duly signed and stamped to be uploaded by the contractor along with offer.	<input type="checkbox"/> Accepted/ <input type="checkbox"/> Not Accepted
L	EARNEST MONEY DEPOSIT (EMD) Payment of EMD shall be in e-Collect mode only, while making such payment, Enquiry number to be mentioned in Remark column.	<input type="checkbox"/> Accepted/ <input type="checkbox"/> Not Accepted

Note:

- At any stage, BHEL may ask for original documents and contractor has to submit the same.
- All the documents should be valid and to be renewed and kept valid throughout the contract period, if contract is awarded.
- All documents should be in the name of company/ Managing Director/ Partner(s)/ Proprietor.
- Apart from furnishing the above details, copies of relevant documents/ certificates must be uploaded with the Technical Bid.
- If at any stage, the document(s) submitted by contractor is/are found incorrect/ false/ manipulated, the necessary action will be taken by BHEL against contractor as per the "Guidelines for suspension of Business dealings".
- Digitally/ Physically signed copy of all the above documents to be uploaded in EPS portal.

PART - 1B

GENERAL INSTRUCTIONS TO TENDERER

The Contractors who wish to participate should go through the Tender documents thoroughly and plan well before quoting, to ensure that the Tender process is not aborted / vitiated, due to their reasons.

1.0 Quoting & Signing the Tender

1.1 Before Tendering the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other relevant conditions, position of materials and labour. Tenderers are also requested to go through General -Terms & conditions, Special -Terms & conditions of Contract, Scope of work, Technical Terms & Conditions, drawings and specifications and all other documents which form part of the agreement to be entered into.

1.2 While quoting the rate, the tenderer is advised to take into account the likely expenditure, taxes what so ever, etc., excluding Service Tax during the operation of the Contract period from the date of commencement of work as directed by BHEL.

1.3 While quoting the rates the tenderer is advised to take into account all factors including any fluctuations in market rates. No claim will be entertained on this account after acceptance of the tender or during the currency of the contract.

1.4 All entries in Tender documents shall be clearly written in one ink or typed. All the corrections / cancellations / insertions, if any, shall be duly attested by the Bidders concerned.

1.5 Rates should be quoted as per the Price Bid. Rates quoted in any other form will not be accepted and will be rejected.

1.6 The Bidder shall fill in all the required particulars of the Tender documents and also sign on each and every page of the Tender documents (Techno- Commercial Bid, Price Bids, Terms & Conditions etc.) including corrigendum & the drawing attached there to while submitting their tender.

1.7 Should a Bidder find discrepancies or omissions in the Tender documents or should there 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.

1.8 Every endeavour is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk or any error which may be subsequently discovered and shall make no subsequent claim on account thereof. (No extension of time shall be given for submission of the Tender on any account).

1.9 Conditional and late Tenders, Tenders containing prima-facie absurd rates and amounts, Tenders which are incomplete or otherwise considered defective and Tenders not in accordance with the Tender conditions herein contained and the Tenders not in original ARE LIABLE TO BE REJECTED.

1.10 If a Bidder deliberately gives wrong information in his Tender or creates conditions favourable for the acceptance of his Tender, BHEL WILL REJECT SUCH TENDER AT ANY STAGE.

1.11 Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.

1.12 Canvassing in any form, in connection with the Tender is strictly prohibited and such Tenders are bound to be rejected. All information furnished is taken to be authentic by the bidder for evaluation of Tender priorities. Should any information found to be incorrect subsequently, at any later time, the Tender / Contract shall be rejected / terminated and the / SD shall be forfeited.

1.13 Should a Bidder'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.

1.14 The Tender schedule and the Tender shall be deemed to form an integral part of the Contract to be entered into for this work.

1.15 Late and Delayed Tenders will be summarily rejected and under no circumstances it will be considered and accepted

1.16 In case you are not in a position to submit the offer, please send letter suitably specifying the reasons thereof.

ALL THE REQUIRED DOCUMENTS SHALL BE FILLED IN THE SAME SERIAL ORDER AS PER THE FORMAT / COLUMN OF THE "TECHNO-COMMERCIAL BID". ALL THE PAGES SHALL BE SERIALLY NUMBERED ON THE RIGHT HAND SIDE TOP CORNER. PAGE NUMBERS OF THE CONCERNED DOCUMENTS ALSO SHALL BE FILLED IN "TECHNO- COMMERCIAL BID" IN THE BOXES PROVIDED. ALL THE PAGES OF TENDER DOCUMENTS ARE TO BE DULY SIGNED AND STAMPED BY THE BIDDER.

2.0 Signing the Tender

2.1 The Tender shall be signed by the Authorized Signatory Only. Authorized signatory shall be the person holding 'power of attorney' on behalf of the firm / company / bidder-concerned authorized / empowered to act on behalf for the specific purpose.

2.2 Authorized signatory should have Power of Autonomy issued by MD or Board of Directors or authorized person for this purpose for quoting Tender and all procedures connected with, till finalization and execution of the Contract.

2.3 In case the Bidder is a Partnership Firm under Partnership Act, the Tender shall be signed by all the Partners of the firm or by the Managing Partner who have Signature and Seal of the Contractor authorized to do so or by a person holding the Power of Attorney on behalf of the Partnership Firm.

2.4 A copy of the Partnership Deed and / or a copy of the Power of Attorney, Self-attested shall accompany the Proprietor or Partner of the Company.

2.5 BHEL will not be bound by any other Power of Attorney granted or the change in the composition of the firm made, subsequent to the execution of the Contract agreement. They may however recognize such Power of Attorney or change in status after obtaining legal advice and the cost involved in that connection shall be chargeable to the bidder concerned.

3.0 Earnest Money Deposit (EMD):

3.1 Tender must be accompanied by Earnest Money Deposit for the amount mentioned in Tender Notice, in any of the forms mentioned below:

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

EMD PAYMENT WIDE E-COLLECT

This explains how to make Payments to BHEL-Tiruchirapalli and through SBI E-collect. Vendors (EMD and SD Payments payable by others) can utilize this facility. Payments can be made using Internet Banking. Debit Cards/Credit Cards etc. SBI Charges a minimum amount (Service Charge) for every transaction. This may vary according to the MODE selected.

STEP BY STEP PROCEDURE:

Login to <https://www.onlinesbi.com>

Select State Bank Collect available on the top (pre login page)

Accept the terms and conditions and click "PROCEED".

Select State "TAMILNADU" and Institution type "INDUSTRY".

Select "BHEL" TRICHY under "INDUSTRY".

In the next page, select APPROPRIATE category, fill the details correctly & click "SUBMIT".

If all details entered are correctly populated, click "CONFIRM" to proceed.

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).

SAVE & Keep the copy of receipt for future reference.

HOW TO TAKE RECEIPT FOR A PAYMENT MADE, EVEN ON A LATER DATE:

(PLEASE CHECK THE STATUS BEFORE MAKING PAYMENT SECOND TIME)

Login to www.onlinesbi.com

Select State Bank Collect available on the top (pre login page)

Accept the terms and conditions and click "PROCEED".

Select "PAYMENT HISTORY" option available on the left side of screen.

Using two options as mentioned below, you can get the receipt: Type the same Date of Birth, Mobile Number which you have entered at the time of making payment through SB collect. Select the date range and submit.

If you know the payment reference number, then enter the Reference number (DU...) along with anyone information (Date of Birth / Mobile number, which you have entered at the time of making payment). Select the date range and submit. In the next page, take print out of receipt.

2) Bidders registered as MSE [either Udyog Aadhar Memorandum(UAM) or else UDYAM registration certificate] / NSIC / SSI are exempted from paying EMD subject to submission of valid Registration document along with Tender. These bidders can avail EMD Waiver benefits only if they submit in EMD cover along with the offer, the attested copies of either valid EM-II Certificate (five years from the date of issue of acknowledgement in EM-II or else, with attested original copy of a CA Certificate in Enclosed Format) or MSE [either Udyog Aadhar Memorandum(UAM) along with CA certificate in original in attached format or else UDYAM registration certificate] or valid NSIC or SSI certificate. Tenders without EMD/ MSE/ NSIC/ SSI/ EM-II proof as above will be summarily rejected and the Technical bid & Price bid shall not be considered for further evaluation.

Note:

1. EMD shall not carry any interest.
2. EMD in any form other than above mentioned forms will lead to rejection of offer.

4.0 Quoting

4.1 Quoting best rate and the sanctity of the L1 status.

4.2 Quoting the lowest best rate is a must against this Tender. However, bidders are required to understand that the lowest rate offered by them or accepted by them, as the case may be, should be honoured throughout the period of the Contract.

5.0 Participation

5.1 The Parties who have been suspended or black listed or issued with "Show Cause Notice" by BHEL Trichy14 or any other BHEL Unit will not be allowed to participate in the Tender and the 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 transactions / under business hold, BHEL will not consider them for further participation in the Tender.

6.0 Validity of Offers:

6.1 The rates quoted shall be valid for acceptance for a minimum period of **90 days** from the date of Price Bid opening. Withdrawal of Tender or increasing the rates during this validity period is not allowed.

PART - 1C
GENERAL TERMS & CONDITIONS

DEFINITION: In these General Conditions of Contract, the following terms shall have the meaning hereby assigned to them, except where the context otherwise requires:-

- (a) The "Contract" means, the documents forming the Tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to Contract. All these documents as applicable taken together shall be deemed to form one Contract and shall be complementary to one another.
- (b) The "work" means, the work described in the Tender documents in individual work-orders as may be issued from time to time to the Contractor by the Officer-In-charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of Contract.
- (c) The "Contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- (d) "The Officer-In charge" means, the Officer deputed by BHEL, Trichy, to supervise the work or part of the work.
- (e) "Approved" and "Directed" means, the approval or direction of BHEL, Trichy official, or person deputed by him for the particular purposes.
- (f) BHARAT HEAVY ELECTRICALS LIMITED" (herein after referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or other Administrative Officer of the said Company including SM / WCM authorized to invite Tenders and enter into Contract for works on behalf of the Company.
- (g) The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in Tender and / or the Contract rates as payable to the Contractor for the execution of the work during the currency of the Contract.
- (h) A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- (i) A "day" means, the day of 24 hours (TWENTY FOUR) irrespective of the number of hours worked or not worked in that day.
- (j) A "working day" means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a Holiday, and consists of the number of hours of labour as commonly recognized by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.

HEADING TO THE CONTRACT CONDITIONS: - The heading to these conditions shall not affect the interpretations thereof.

DEVIATIONS:- The Contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of BHEL, Trichy official, no such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

ASSIGNMENT OF TRANSFER OF CONTRACT:- The Contractor shall not without the prior written approval of the BHEL, assign or transfer the Contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the Contract shall be payable to any person, other than the Contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.

SUB - CONTRACT:- The Contractor shall not sub-let any portion of the Contract without the prior written approval of the BHEL.

1. EARNEST MONEY DEPOSIT (EMD):

Tender must be accompanied by Earnest Money for the amount mentioned in tender notice. The Earnest Money Deposit will be refunded to the unsuccessful tenderers within 15 days of acceptance of the award of work by successful tenderer. In the case of successful tenderer, the Earnest Money Deposit will be retained as part of the Security Deposits for satisfactory completion of the work in accordance with clause 2 of the General Terms and Conditions of contract.

Note: EMD shall not carry any interest.

EMD by the tenderer will be forfeited as per tender documents if

- i) After opening the Tender, the Tenderer revokes his Tender within the validity period or increase his earlier quoted rates.
- ii) If only, a part of the work included in the tender has been awarded to the tenderer and the tenderer refuses to take up the work the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.
- iii) The Tenderer does not commence the work within the period as per LOI / Contract. In case the LOI / Contract is silent in this regard then within 15 days after award of Contract.
- iv) GST will be charged on the EMD/SD amount forfeited from the bidder at the applicable rates. GST tax Invoice will be issued to the vendor on receipt/recovery of GST amount from the vendor"

2. SECURITY DEPOSIT (SD):

The contractor whose tender has been accepted shall deposit the prescribed sum as per Clause 5.2 towards Security Deposit before the commencement of work.

The rate of security deposit for the contract will be 5% of the contract value.

The Security Deposit may be furnished in any of the following forms:

- i) Cash (as permissible under the extant Income Tax Act).
- ii) Payment of SD in e-Collect mode, while making such payment, Enquiry number may be mentioned in Remark column.
- iii) Bank Guarantee from scheduled Banks/Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- iv) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the contractor, a/c BHEL).
- v) Securities available from Post offices such as National Savings Certificates, Kisan Vikas Patra etc. (held in the name of the contractor furnishing the security and duly endorsed / hypothecated / pledged as applicable, in favour of BHEL, Trichy).

Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

vi) Security deposit can also be recovered at the rate of 10% from the running bills. However, in such cases at least 50% of the Security Deposit will be collected before start of the work and the balance 50% may be recovered from the running bills.

vii) EMD of the successful tenderer shall be converted and adjusted against the security deposit. NO INTEREST SHALL BE ALLOWED ON SECURITY DEPOSITS. BHEL, shall not be responsible for any loss of securities due to liquidation or any other reason whatsoever or any depreciation in the value of the Securities while in their charge or for any loss of interest thereon.

NOTE: Acceptance of Security Deposit against Sl. No. (iii) and (iv) above will be subject to hypothecation or endorsement on the documents (Signature of the Branch Manager must be present) in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

All compensation or other sums of money payable by the contractor to BHEL under the terms of this contract or under any other contract with BHEL, may be deducted from the Security Deposit or realized by the sale of the securities of from the interest arising there from or from any sums which may be due or may become due to the contractor payable by BHEL, on any account whatsoever against this contract of any other contract with BHEL and in the event of his Security Deposit being reduced by reason of such deductions or sale as aforesaid, the Contractor shall within seven days thereafter make good in cash or in securities endorsed as aforesaid, any sum or sums by which the security Deposit has been so reduced.

Security Deposit will be refunded on completion of the work and after the expiry of the maintenance period. In case no maintenance period is applicable, then 100% of security Deposit will be refunded after confirming the final bill payment.

In case of an Award of a Contract and if the Contractor fails to perform or does not comply with the Performance Evaluation Criteria, the Security Deposit will not be refunded / Bank Guarantee encashed.

3. COMPLIANCE TO STATUTORY PROVISIONS AND RULES:

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

Contractor shall indemnify BHEL against all claims and losses if it suffers under various labour laws, statutes or any civil or criminal law in connection with employees deployed by him. The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor, as BHEL is not the employer for him.

BHEL shall not be responsible for any losses, damages to the contractor or to his employees

Contractor shall obtain license under CL (R&A) Act, 1970.

The contract shall ensure that entry and exit of labour shall be as per the procedure laid down by the BHEL. Entry permits of the labour are to be issued by the contractor with contractors monogram.

The contractor shall have full control over his employees including the right to appoint, determine service conditions, discipline, discharge, dismissal etc. The Contractor shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for their statutory payments. Contractor should ensure that workmen follow all rules and regulations related to safety and security.

BIOMETRIC ENTRY / EXIT SYSTEM FOR CONTRACT PERSONNEL

The Entry / Exit of the Contract personnel are to be regulated only through Biometric system.

The Contractor has to indemnify BHEL for all the damages and loses caused by his / her employee.

PAYMENT OF BILLS:

Payment will be made on monthly basis after completion of work and certification of bills by respective area Executive in charge after forty-five days.

Payment shall be made against Certification by BHEL-Engineer in charge.

Along with bills, Contractors has to furnish copy of the following documents for further processing of bills:

- a) Copy of payment challan of previous Month / Quarter as proof of deposit of GST along with a certificate from the Contractor that tax collected from BHEL has been remitted to tax authorities.
- b) Any other relevant document which is required from time to time as per BHEL requirement.
- c) If the Contractor is not registered under GST, then a declaration shall be submitted along with offer that they are within the threshold limit.

All payments to be made to the Contractor, shall be through NEFT (National Electronic Fund Transfer / RTGS (Real Time Gross Settlement).

GST:-

Wherever GST is liable to be paid by the Contractor, the Contractor shall register himself under the GST Rules and a copy of Certificate of Registration shall be furnished to Account Dept.

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.

The invoice / bill in original duly signed by the Contractor claiming the payment for Service Tax shall clearly indicate the following:

- a) Continuous Serial no. & date of the bill
- b) Cost of the service
- c) Separately showing the GST amount calculated at the applicable rate.
- d) Separately showing the Cess on GST amount.
- e) PAN based GST Registration No.

The GST claimed in the bill will be paid to the Contractor based on the proof of payment of GST to the Central Government for the previous month / quarter as the case may be

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.

2. 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.

II. 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 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, 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 ease 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.

INCOME TAX: -

Income Tax shall be deducted at the applicable rate in respect of the service Contract including supply of labour for any work as follows:

Xerox copy of PAN card shall be submitted to Account Dept. along with original for verification.

TDS Certificate will be issued to vendors for each quarter ending as on 30th June, 30th Sept, 31st Dec and 31st Mar during the following quarter.

4. SAFETY CONDITIONS & GUIDELINES The Factories' Act, 1948:

Section 32: Floors, stairs and means of access shall be properly maintained to ensure safety. Every place of working should have safe access. When any person has to work at a height from which he is likely to fall provision shall be made, so far as is reasonably practicable, by fencing or otherwise, to ensure the safety of person so working.

Tamil Nadu Factories' Rules, 1950

Rule 55: Hoists and Lifts & Rule 55A. Lifting machines, chains, ropes and lifting tackles: Shall be maintained in good condition, thoroughly inspected and examined by competent persons and records to be maintained.

Rule 57: Excessive Weights: No person shall, unaided by another person, lift, carry or move by hand or on head, any material, article, tool or appliance exceeding the maximum limit in weight set out in the schedule (50 kg for adult male and 30 kg for adult female).

Rule 61E: Machinery and plant: No machinery, plant or equipment shall be constructed, situated, operated or maintained in any factory in such a manner as to cause risk of bodily injury.

Rule 61F: Methods of Work: No process or work shall be carried on in any factory in such a manner as to cause risk of bodily injury.

Rule 61G: Stacking and storing of materials etc.: No materials or equipment shall be stacked or stored in such a manner as to cause risk of bodily injury.

Rule 61-K. Examination of eye sight of certain workers: No person shall be employed to operate a crane or to give signals to crane operator unless his eye sight and colour vision have been examined and declared fit by a qualified ophthalmologist.

Rule 61-N and Rule 61- O: Workers to be provided with Personal Protective equipment suitable for the hazards and should be of good quality / have certification by Indian Standard Institute.

Note: For the type of work envisaged, personal protective equipment such as helmet, safety shoes and gloves are essential.

Rule 96: Notification of accidents: Shall be complied with as required in the Factories Act (Section 88 and Section 88A) and Tamil Nadu Factories Rules.

Following points shall be ensured for the safety of contract employees. I. Identity and Entry:

- 1.The contractors to give identity card to their employees with full details like employee name, company name, age, blood group, contact person with phone no. etc.
- 2.The contractors not to employ people whose age is below 18 years.

Procedures:

- 1.Smoking, audio-playing (mobile phone, iPod, inbuilt music systems etc. in the vehicles.) are banned within the factory premises.
- 2.Moving to unrelated areas must be strictly avoided by the contract employees entering to the other areas only with knowledge of concerned department.
- 3.Procedure (SOP) given from user departments are to be adopted for all operations and maintenance — e.g. tank cleaning, FT plant maintenance, Sewage maintenance, Oxidation pond maintenance, operation of substation, transformer maintenance etc. User departments agreed to generate procedures in case if not available already (Snake catching, Monkey catching, Honey comb removal etc.).
- 4.Adequate precautions to be taken while waste removal like paint sludge removal, chromic sludge removal, phenol and tar removal by contract employees.
- 5.The contractor should clearly inform the hazards involved to the employees MSDS to be displayed.
- 6.The contract employees involved in tank cleaning, ET plant maintenance, Oxidation pond maintenance should know swimming and strict monitoring should be ensured.
- 7.Line clearance (LOTO) procedure to be followed during bulb changing, electrical substation maintenance, ay, maintenance, furnace instrumentation etc.
- 8.Work permits to be obtained for jobs like work at height, excavation, blasting, hot work, pipe line work, roof light maintenance, work at confined space like cellar.
- 9.Users agreed to initiate the permits for all the works mentioned in the table given below to safety mgmt. for clearance.

Work Permit instructions

Sl. No	Works	instructions
1	Construction, erection &Commission of new and Modification of existing civil structure.	The contract workers employed shall have sufficient job knowledge shall follow the procedures and dress code.
2	Periodical Civil maintenance work at height.	Only experienced people shall be allowed to carry out at the work at height. Physically fit without any vertigo problem. Wear safety belt and use life line, Net etc.
3	Work at height – including roof light maintenance and furnace work.	Only experienced and qualified electrician shall be allowed to carry out the work at height. Physically fit without any vertigo problem. Wear safety belt and use life line, Net etc.

4	Welding work at process plant including pipe lines PG and acetylene plant	Only experienced people shall be allowed to carry out, the work at height. Shall take care of nearby pipeline, remove all flammable materials Get help from fire service.
5	Crane erection and modification work	Only experienced people shall be allowed to carry out the work. Wear safety belt and use life line. Net etc. Remove all loose material.
6	Excavation and Blasting	Some lapse is noticed obtaining Excavation permit, shall be strictly followed. Only licensed holder shall carry out blasting, accountability shall be properly maintained for the explosives, unauthorized / unapproved explosives shall not allowed. Only authorized equipment shall be used for blasting.
7	Fragile roof work	Only experienced people shall be allowed to carry out the work at the fragile roof. Physically fit without any vertigo problem. Wear safety belt and use life line. Net etc. They shall be properly instructed before going to the roof.
8	Confined space work, cellars, furnace ducts	Oxygen level to be checked to before work, proper breathing apparatus to be used. Only experienced people shall be allowed to carry out the work at cellars / confined space.

1.Specified Speed limit 20 kmph to be followed by all the vehicles entered in factory premises.

2.Procedure given by user departments for spray painting, brush painting and dip painting should be followed. Paint sludge removal, empty tin removals etc. are to be periodically carried out and sent to disposal stores.

Equipment:

1.All the equipment used by the contractors are to be in good condition with all safety provisions and to be checked and certified by the department officials.

2.Electrical supply to be taken through the M&S department. Unauthorized connections taken any will be viewed seriously.

3.Welding machines are to be used with proper earth connection. Cables should be in good condition. Insulation to be checked regularly and maintained.

4.Qualified electricians are only to be used for giving connections.

5.Good quality Electrical equipment and tools are to be used with valid certificates. These certificates must be shown on demand.

6.For portable electrical equipment supply to be taken using plugs points.

7.Wires / cables extension box should be in good condition.

8.Proper earthing should be maintained.

9.Mobile Crane, Fork lift, Trailers; JCB etc. should be in good condition with specified capacity and should not cause any untoward incident while in use.

3.Fitness Certificate issued by competent person approved by Govt. authorities, insurance and emission certificate etc. should be in possession and should be shown on demand.

Violations:

The following will be treated as serious violations and appropriate actions shall be initiated by BHEL.

1.Employing people whose age is below 18 years.

2.Not wearing safety shoes or normal shoes (Contract employees will not be permitted after the security gates).

3.Not wearing FTEs.

4.Working without proper work permit.

5.Possession of mobile phones other than taxi drivers.

6.Using mobile phones while driving.

- 7.Unauthorized electrical connections.
- 8.Driving / operation of Crane / jumbo / Fork lift etc. by unauthorized persons.
- 9.Unauthorized operation / driving of Lorries, mobile cranes etc.
- 10.Smoking, alcohol, audio-playing etc.
- 11.Moving to unconnected areas.
- 12.Any wilful act that creates unsafe conditions.

5.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.

The Contractor shall get the Contract personnel engaged by him insured under workmen's compensation policy from any Insurance company in India before actually starting the work. The Insurance Coverage should be for the entire period of Contract. ~~The Contractor shall comply with the provisions of the Workmen's Compensation Act 1923. (This should be read in connection with the provisions of ESI Act.)~~

6.RISK PURCHASE:

In the event of any successful Tenderer's failure to fulfil any of the Tender / Contract obligations as per Contract / Agreement BHEL may entrust the job to alternate source and get it completed to meet BHEL requirement and additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the Tenderer Contractor who failed to complete the job in line with Contract.

The decision of BHEL with regard to the actual losses / consequential expenditures incurred by BHEL shall be final and binding on the Tenderer / Contractor.

7.FRAUD PREVENTION POLICY:

The Bidder along with its associate / collaborators / 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 fraud or suspected fraud as soon as it comes to their notice”.

Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

8.ADOPTION OF INTEGRITY PACT:

BHEL is committed to fostering the most ethical and corruption free environment and values its relationship with all Bidders, Contractors and Carriers. Conducting business in a transparent, fair and corruption free manner will go in a long way in making the Bidders and Contractors our partners in progress and to reinforce this belief.

BHEL has already signed a memorandum of understanding with Transparency India International on adoption of Integrity Pact for all Major Tenders / Contracts. Integrity Pact first promoted by Transparency India International, an NGO, is a tool to ensure that activities and transactions between a company or government department and its Bidders / Contractors are handled in a fair, transparent and corruption free manner.

9.SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:

Penal action can be initiated on the suppliers / Contractors in line with extant "Guidelines for Suspension of Business Dealings with Suppliers / Contractors". The abridged version of extant 'Guidelines for suspension of business dealings with suppliers / contractors' has been uploaded on <http://www.bhel.com> on “supplier registration page”.

10.LIQUIDATED DAMAGES (LD) / PENALTY:

If the contractor fails to complete the service/work as per terms & conditions of the order within the delivery schedule,

- a) LD shall be levied @ 0.5 % of the order value per week of delay or part thereof subject to a maximum of 10% of the full order value.
- b) In case of any change to the order value, the LD shall be @ 0.5 % of the revised order value per week of delay or part thereof subject to a maximum of 10 % of the revised order value.

11.INDEMNITY:

The Contractor shall have to indemnify BHEL against all claims for injury or damage to any person or property caused by his negligence or negligence of his employees whilst in BHEL premises / sites.

The Contractor shall indemnify the company against all payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the applicable Acts to any Contract employee as aforesaid, and any cost incurred by the company in connection with any claim preferred by such Contract employee and or against all actions, claims and demands whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this Contract by the Contractor, their employee servants or agents.

The Contractor approved and operating under the Tender, Works Contracts shall further indemnify BHEL against:-

(i)Observance of Labour & Industrial Laws.

(ii)All claims by way of compensation and all other types of unforeseen claims, which may arise in the course of Contract.

(iii) Documentary compliance relating to billing.

12. RIGHTS:

BHEL may enter into parallel Contract simultaneously with any number of Contractor as may be deemed fit at any time during the period of Contract in the Interest of the work for any or all the stations and for any or all the schedules.

In case of breach of any of the terms and conditions of the Contract, BHEL will entrust the work to any other Contractor at the risk and cost of the Contract and the Contractor shall be liable to pay the extra expenditure, damages, loss suffered on account of the cancellation of the Contract.

All amounts including the losses / damages / penalties / compensations etc., resulting from non-compliance with the terms of Contract, payable by the Contractor to BHEL under the Terms of the Contract will be recovered from the outstanding payments to Contractor either under this Contract or any other Contracts or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the Contractor shall make good the balance amount by actual payment. In addition BHEL, Trichy will recover the said amounts through its sister concerns, from the payments due to the Contractor in any of the units of BHEL located in any part of India.

The Contractor is not allowed to pass the responsibilities connected with the Contract to other agencies / Contractors, the Contractors shall not sublet or transfer the Contract or any part thereof, which tantamount to termination of the Contract and thereby attracting the penalty or forfeiture of security deposit.

The Contractor shall have no right to demand at any time during the currency of this Contract any minimum quantity of Work for this Contract.

13.PRECAUTIONS AGAINST RISK:

The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

14.DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO CONTRACT EMPLOYEE:

The Contractor shall at his own expense reinstate and make good to the satisfaction of BHEL and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the Contract and further the Contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

15.LAWS GOVERNING THE CONTRACT:

The Contract shall be governed by the Indian Laws for time being in force.

(i)Should a Tenderer or a Contractor has a dependent/relative or in the case of a partnership firm, any of its partners or dependents of partners employed in BHEL, the authority inviting Tenders should be informed of this fact at the time of submission of the Tender failing which Tender may be disqualified or if such fact subsequently come to light, the Contract may be cancelled.

(ii)No BHEL employee and their dependents are eligible to submit their offer against this Tender.

16.CANCELLATION OF CONTRACT FOR CORRUPT ACTS:

BHEL, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued shall accrue thereafter to BHEL cancel the Contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default.

If the Contractor shall:-

(a) Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act, in relation to the obtaining or execution of this or any other Contract for BHEL service,

OR

(b) Enter in to a Contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL.

OR

(c) Obtain a Contract with BHEL as a result of ring Tendering or by non-confide methods of competitive Tendering, without first disclosing the fact in writing to BHEL.

17.CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUB-LETTING OF CONTRACT:

BHEL, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL shall cancel the Contract in any of the following cases:

If the Contractor,

(a) being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any:

Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors

OR being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager,

OR

Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL.

(b) Whenever BHEL exercise the authority to cancel the Contract under this conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by BHEL, Trichy which is final and conclusive) being less than the Contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the Contract, the Contractor shall either pay the excess amount ordered by BHEL, Trichy, or the same shall be recovered from the Contractor by other means.

(c) In case the BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labour provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the BHEL, Trichy, whose decision shall be final and conclusive.

18.CANCELLATION OF CONTRACT IN PART OF FULL FOR CONTRACATOR'S DEFAULT:

If the Contractor:

(a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from BHEL, Trichy, or his authorized representative ;

(b) fails to comply with any of the Terms and Conditions of the Contract or after reasonable notice in writing with orders properly issued thereunder ;

(c) BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the Contract as whole or in part thereof or only such work order or items of work in default from the Contract. Whenever BHEL exercise the authority to cancel the Contract as whole or part under this condition BHEL may complete the work at the Contractor's risk and cost (as certified by BHEL, Trichy official, which is final and conclusive) being less than the Contract cost, the advantage shall accrue to the BHEL.

If the cost exceeds the moneys due to the Contractor under this Contract the Contractor shall either pay the excess amount ordered by BHEL, Trichy or the same shall be recovered from the Contractor by other means. In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the BHEL, Trichy, whose decision shall be final and conclusive.

19.TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR:

Without prejudice to any of the rights or remedies under this Contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated BHEL shall have the option of terminating the Contract without compensation to the Contractor.

20.SPECIAL POWER TO TERMINATION:

If at any time after the award of Contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the BHEL, Trichy, shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the fore-closing of the work.

21.RECOVERY FROM CONTRACTOR:

Whenever under the Contract, any sum of money, shall be recoverable from or payable by the Contractors, the same may be deducted from or any sum. then due or which at any time thereafter may become due to Contractor under the Contract or under any other Contract with BHEL or from his Security Deposit or he shall pay the claim on demand.

22.POST TECHNICAL AUDIT OF WORK AND BILLS:

BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding subparagraphs. However no such recovery shall be enforced after three years of passing the final bill.

23.SIGNING OF CONTRACT:

Each Contract document shall be signed by the Contractor with his usual signature. Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly authorized representative followed by the name and designation of the persons so signing. Contracts by a Company shall be signed with the name of the Company by a person authorized in this behalf and a power of attorney or other satisfactory proof showing that the persons signing the Contract documents on behalf of the Company is duly authorized to do so, shall accompany the Contract.

24.ARBITRATION:

All disputes between the parties to the Contract, arising out of or relating to the Contract, other than those for which the decision of the BHEL, Trichy, or Accepting Officer or any other person is by the Contract expressed to be final and conclusive shall after written notice by either party to the Contract to the other party be referred

to the sole Arbitration of Executive Director or other Officers of BHEL appointed as Arbitrator, by the Executive Director of BHEL in his sole discretion.

Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the Contract.

The venue of Arbitration shall be such a place or places as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the Contract.

25.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

26.FORCE MAJEURE CLAUSE:

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefor neither party shall by reason of such event be entitled to terminate this Contract nor shall either party

Calibration of TWIN model Hardness tester, Calibration of RAS model Hardness tester.

Enq No:9652200015 Dt. 12.02.2022

Due Dt: 23.02.2022,14.00 Hrs

have any claim for damages against the other in respect of such non-performance and delay in performance under the Contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by BHEL subject to prompt notification by the Contractor.

BHEL may verify / audit check by surprise visits at various locations of Works at their discretion and see whether the above requirements are complied with by the Contractor. In case the above requirements are not complied with, severe actions may be taken by BHEL on such Contractors, as deemed fit.

27.OVER RUN COMPENSATION (ORC):

NOT APPLICABLE for this tender.

28.BONUS CLAUSE:

NOT APPLICABLE for this tender.

PART - 1D

SPECIAL TERMS & CONDITIONS OF CONTRACT

1.0 CRITERIA FOR AWARD OF WORK:

The evaluation of Offer for award of work shall be on the basis of "Total Cost to BHEL".

Work order will be awarded on **CUMULATIVE L1** Basis and order will be placed on a single contractor (package wise L1 will be awarded for the full / complete work) basis.

"Calibration of TWIN model Hardness tester & RAS model Hardness tester."

2.0.1 Lowest prices received against BHEL Tenders need not be the acceptable to BHEL and in that case BHEL would not consider the same for award of Contract. BHEL would negotiate or re-float the Tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.

2.0.2 BHEL will finalize the rates through price bid opening. Hence, Tenderers are requested to give their best prices at the first instant itself.

2.0.3 In the event of the final L1 prices are not reasonable/ acceptable to BHEL, BHEL also may resort to short closure of this Tender.

PART – 1E
COMPANY / CONTRACTOR DETAIL

The following information's are required for communication for Tender finalization.

GENERAL DETAILS:

SL No	Description	Details
1	Name of Company / Contractor	
2	Status of the Company / Contractor (relevant documents must be enclosed)	<input type="checkbox"/> Public Limited; <input type="checkbox"/> Private Limited <input type="checkbox"/> Partnership Firm; <input type="checkbox"/> Single Ownership
3	Name of Owner/Partner of Company	
4	Address for Correspondence	
5	5.1 Landline	
	5.2 Mobile	
6	E-mail ID	
7	Income Tax Registration (PAN) (copy of PAN to be attached)	
8	GST Registration (Declaration to be attached if vendor is Exempted from paying GST)	<input type="checkbox"/> Registered and copy Enclosed <input type="checkbox"/> Not Registered
9	HSN / SAC code :	

1. Self attested copy of all the documents should be uploaded along with Tender. If at any stage, the document(s) submitted by Contractor is / are found incorrect / false / fake, the necessary action will be taken by BHEL against Contractor.

2. If Company / Firm is not registered with GST, PF and ESI, they will have to get registered immediately after award of Contract to comply with the statutory requirements.

3. Contractor has to provide copy of GST registration certificate. Wherever Contractor is not registered with GST, a declaration from the Contractor stating that the Contractor is within the threshold limit to be provided. If Contractor has applied for Service Tax registration, a copy of registration is to be provided. Offer will be entertained only if the bidder submit the details as above & has a valid GST registration Number. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer. Otherwise the offer shall be rejected.

PART – 1F
CERTIFICATE OF COMPLIANCE

I / We M/s. do hereby state as follows:-

1. The price bids have been uploaded in eprocurebhel.co.in portal as per the reference price bid format enclosed as PART-2: PRICE BID of Tender documents.
2. The Techno Commercial Bid and all the connected documents have duly been filled in, signed and stamped and have been uploaded in eprocurebhel.co.in portal.
3. I/We have downloaded the tender documents from the website (or) www.bhel.com (or) <https://eprocurebhel.co.in> (or) <http://www.eprocure.gov.in> and I/We have not tampered the tender document issued vide tender no. & date mention above.
4. All the documents & pages have been signed by the Authorized Signatory of the Service Provider, as required, with official seal.
5. All the documents required for technical qualification as per eligibility criteria for technical qualification have been enclosed along with techno commercial bid.
6. In case there is a lapse / omission or commission in fulfilling the Tender requirements as per the commitments given above from point (1) to (4), we fully understand that it would be a serious violation in complying with the Tender of this nature and that BHEL shall have the right to take a serious view of this and all the actions / decisions of BHEL in this regard will be final and binding on us.

PART – 1G

NO DEVIATION CERTIFICATE

ANNEXURE-C

Note: The following Declaration to be typed on the contractor's Letter Head, duly signed & stamped and to be attached along with your Technical bid of the tender.

Name of Works: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

Enquiry No: 9652xxxxxx / Dt:xx.xx.2021

We M/s. do hereby declare that we

do not have any deviations to the tender terms and conditions as per

- PART 1A QUALIFYING CRITERIA
- PART 1B GENERAL INSTRUCTIONS TO TENDER
- PART 1C GENERAL TERMS & CONDITION
- PART 1D SPECIAL TERMS & CONDITIONS OF CONTRACT
- PART 1E COMPANY / CONTRACTOR DETAIL
- PART 1F CERTIFICATE OF COMPLAINCE
- PART 1H SCOPE OF WORK

We have read and clearly understood all the Terms and conditions in Tender Schedule of

Enquiry No: 9652xxxxxx Dt: xx.xx.20xx and accordingly we accept the same without any Deviation what so ever.

Your Faithfully

Authorized signature
with seal and address

PART – 1H
SCOPE OF WORK

ITEM NO-10: Calibration of TWIN model Hardness tester in HRC scale

SCOPE OF WORK:

Calibration of hardness tester at SSTP:

1. Single time servicing and calibration of harness testing machines 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 time 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 along 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

ITEM NO-20: Calibration of RAS model Hardness tester in HRB scale

SCOPE OF WORK:

Calibration of hardness tester at SSTP:

1. Single time servicing and calibration of harness testing machines 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 time 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 along with the enquiry.

Calibration of TWIN model Hardness tester, Calibration of RAS model Hardness tester.

Enq No:9652200015 Dt. 12.02.2022

Due Dt: 23.02.2022,14.00 Hrs

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.
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PART-2

PRICE BID

(FOR REFERENCE ONLY)

(Vendor to quote the price in eprocarebhel.co.in portal only)

1. Price bid is to be submitted in a separate price bid form provided in the eprocarebhel.co.in portal.
2. The Rate quoted shall be firm throughout the currency of the Contract without any price variation Clause and valid throughout the contract period (including if extended on mutual acceptance, if needed) and no extra payment will be reimbursed to the contractor by BHEL. Any increase of DA/ wages to the contract labour shall be absorbed by the contractor themselves during the period of contract.
3. Order will be finalised based on **CUMULATIVE L1 ranking**. In case of tie in L1, price impact will be obtained. If still tie exist L1 bidder will be chosen by draw of Lot.
4. GST not to be included in the quoted rate & to be mentioned as a percentage separately. Other taxes, if any, are inclusive.

Calibration of TWIN model Hardness tester

Calibration of RAS model Hardness tester.

Sl. No	Description of work	Unit	WO Qty	RATE/Unit IN FIGURES In Rupees (Excluding GST) (To be quoted by Vendor in eprocarebhel.co.in PORTAL only. DON'T QUOTE HERE)	GST in % (To be quoted by Vendor in eprocarebhel.co.in PORTAL only. DON'T QUOTE HERE)
10	Calibration of TWIN model Hardness tester in HRC scale	AU	1		
20	Calibration of RAS model Hardness tester in HRB scale	AU	1		

