

Name of Work : **WORKS CONTRACT FOR STRESS ANALYSIS OF 700 MW STEAM GENERATOR BY STRAIN GAUGE MEASUREMENT SYSTEM AT BHEL TRICHY-14**
 Enquiry No : **9471800011/ 27.01.2018**

BHARAT HEAVY ELECTRICALS LIMITED

**TIRUCHIRAPPALLI-620 014
 WORKS CONTRACTS MANAGEMENT**

NOTICE INVITING TENDER

1.	Tender Ref No:	9471800011/ 27.01.2018																						
2.	Name of works	WORKS CONTRACT FOR STRESS ANALYSIS OF 700 MW STEAM GENERATOR BY STRAIN GAUGE MEASUREMENT SYSTEM AT BHEL TRICHY-14																						
3.	Location of work	BHEL, TRICHY-14																						
4.	Period of contract	SEVEN Months from award of work																						
5.	Earnest Money Deposit	₹ 13,200 (Thirteen Thousand and Two Hundred only)																						
6.	Tender Document details	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">A] Part-I <u>Technical Bid</u></td> <td style="text-align: right;"><u>Pages</u></td> </tr> <tr> <td>ANNEX-1A (Technical Bid-Qualifying Criteria)</td> <td style="text-align: right;">01</td> </tr> <tr> <td>ANNEX -1B (Scope of Work & Technical Terms and Conditions)</td> <td style="text-align: right;">04</td> </tr> <tr> <td>ANNEX -1C (General Terms & Conditions of Contract)</td> <td style="text-align: right;">10</td> </tr> <tr> <td>ANNEX -1D (Special Terms & Conditions of Contract)</td> <td style="text-align: right;">02</td> </tr> <tr> <td>ANNEX -A (No deviation certificate)</td> <td style="text-align: right;">01</td> </tr> <tr> <td>ANNEX -B (Tender opening authorization letter)</td> <td style="text-align: right;">01</td> </tr> <tr> <td>ANNEX -C (EFT Format)</td> <td style="text-align: right;">01</td> </tr> <tr> <td>ANNEX -D (EMD payment Instruction E-COLLECT)</td> <td style="text-align: right;">01</td> </tr> <tr> <td> B] Part- II <u>Price Bid</u></td> <td style="text-align: right;"> <u>Pages</u></td> </tr> <tr> <td>ANNEX -2 (Price bid)</td> <td style="text-align: right;">01</td> </tr> </table>	A] Part-I <u>Technical Bid</u>	<u>Pages</u>	ANNEX-1A (Technical Bid-Qualifying Criteria)	01	ANNEX -1B (Scope of Work & Technical Terms and Conditions)	04	ANNEX -1C (General Terms & Conditions of Contract)	10	ANNEX -1D (Special Terms & Conditions of Contract)	02	ANNEX -A (No deviation certificate)	01	ANNEX -B (Tender opening authorization letter)	01	ANNEX -C (EFT Format)	01	ANNEX -D (EMD payment Instruction E-COLLECT)	01	 B] Part- II <u>Price Bid</u>	 <u>Pages</u>	ANNEX -2 (Price bid)	01
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7.	Address for Sending Tender Document.	Senior Manager Works Contracts Management (WCM) Building 53, First Floor, BHEL-High Pressure Boiler Plant, Trichy - 620 014																						
8.	Last Date for submission of Tender Document	10.02.2018/ 10:00 Hrs.																						
9.	Date of Tender Opening	10.02.2018/ 10:30 Hrs. (offer will be opened as and when received with prior information)																						
10.	Date of Price Bid Opening	Will be intimated separately.																						

Name of Work : WORKS CONTRACT FOR STRESS ANALYSIS OF 700 MW STEAM GENERATOR BY STRAIN GAUGE MEASUREMENT SYSTEM AT BHEL TRICHY-14
Enquiry No : 9471800011/ 27.01.2018

INSTRUCTIONS TO THE TENDERER

The offer should be addressed to SENIOR MANAGER, Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014, to reach WCM Dept. on or before **10.02.2018 / 10:00 Hrs.** or the same may be dropped in the Tender Box kept at Works Contracts Management, 53 Building, BHEL, Trichy- 620 014.

Tenders will be opened on **10.02.2018 / 10:30Hrs. (IST)** at Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014. BHEL shall not be responsible for any postal delay.

Bidder has to submit (1) Part-I (Techno-Commercial bid) (2) Part-II (Price bid) & (3) EMD draft in separate covers.

a. The first envelope shall contain DD / Pay order drawn in favor of BHEL, Trichy as EMD and super scribed as EMD Cover for NIT / Enquiry No.

Note: **1. Offer without EMD will be rejected.**

2. EMD may be submitted in the form of DD/Pay Order /Bankers Cheque drawn in favor of BHEL, Trichy (along with offer) or Electronic Fund Transfer credited in BHEL account (before Tender opening). EMD in any other form (Like FD / One Time EMD etc.) is not acceptable.

b. The second envelope shall be sealed and super scribed as Part-I (Technical Bid for NIT/Enquiry No.)

c. The third envelope shall contain only Part-II (Price bid) for the above work as per scope and to be quoted as per the format given in price bid. Any other information in price bid will not be considered. The envelope shall be sealed and super scribed as Price Bid for NIT / Enquiry No.

All the above three envelopes shall be kept into one cover, sealed and super scribed as Tender Document for the work as per NIT (NIT/Enquiry No).

The offer may also be submitted through e-mail to satyaprakash@bhel.in / philip@bhel.in as 1) Part-I (Techno-Commercial bid) containing details of Electronic Fund Transfer credited in BHEL account against EMD (before Tender opening) & (2) Part-II (Price bid) in separate password protected pdf. files.

The password shall be sent to above mentioned e-mail ids only on request.

Note:

1. The contract will be awarded for a period of Seven months from the date of ordering.
2. The quoted rates shall be valid up to **180 days** from date of Tender opening.
3. The rates shall remain firm for the entire period of the contract in case WO is awarded.
4. If the Contractor back outs after opening of tender, the contractor is liable for forfeiture of the EMD paid.
5. **Evaluation of the offer shall be done on "Net Cash outflow to BHEL after taking into account applicable Taxes and Duties".**
6. **Evaluation shall be done on total package basis L1.**
7. BHEL reserves the right to increase or decrease the tendered quantity.
8. **BHEL does not guarantee any minimum quantity.**
9. Income Tax deduction at source as applicable in the IT Act from time to time will be made on the value of the bills in the absence of Income Tax Exemption Certificate from the concerned IT officer.
10. All the Statutory Obligations such as ESI, PF, Labor Acts, Factories Act, GST Tax, etc. will have to be taken care of by the vendor. BHEL will have no liability on them. Notwithstanding the above, if any demand notice is served by the concerned Statutory Authorities for recovery of any of their dues on BHEL, the same would be paid to the statutory authorities without notice to the vendor and recovered as a due from any pending / future bills.
11. In case contract is not executed by vendor after award and acceptance of contract, BHEL may exercise the right to forfeit EMD, Security Deposit / BG of such contractors and also suitable action will be taken by BHEL on those Contractors as deemed fit.

Name of Work : **WORKS CONTRACT FOR STRESS ANALYSIS OF 700 MW STEAM GENERATOR BY STRAIN GAUGE MEASUREMENT SYSTEM AT BHEL TRICHY-14**
Enquiry No : **9471800011/ 27.01.2018**

12. EMD EXEMPTION FOR MSE / NSIC / SSI VENDORS: -

MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (Five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate/ UAM or EM II certificate along with attested copy of a CA certificate (Format is provided as **Annexure-A** where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

Annexure - A

Certificate by Chartered Accountant on letter head

This is to Certify that M/S (Here in after referred to as 'company') having its registered office at is registered under MSMED Act 2006, (Entrepreneur Memorandum No. (Part - II) Dtd:, Category: (Micro/Small). (Copy enclosed).

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

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722 (E) dated October 5, 2006 :
Rs....Lacs.
2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under MSMED Act, 2006 :
Rs...Lac.

(Strike off whichever is not applicable)

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

Or

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

Date:

(Signature)

Name -

Membership Number -

Seal of Chartered Accountant.

Name of Work : WORKS CONTRACT FOR STRESS ANALYSIS OF 700 MW STEAM GENERATOR BY STRAIN GAUGE MEASUREMENT SYSTEM AT BHEL TRICHY-14
 Enquiry No : 9471800011/ 27.01.2018

Annexure -1A

Part-1 (Techno commercial Bid)

General Details		
1.	Name of the Agency /Company /vendor.	
2.	Address:	
3.	Phone No.:	
4.	E-mail Address:	
5.	Name and Contact details of person for communication related to Tender	
6.	BHEL Vendor Code (If any) (Kindly Submit the original RTGS Format enclosed as Annexure-C with cancelled cheque leaf for Vendor code)	
Qualifying Criteria		
A	EMD (Earnest Money Deposit): Amount: ₹ 13,200 (Thirteen Thousand and Two Hundred only)(Offer without EMD will be rejected.) (EMD will be waived off for SME/NSIC/SSI vendors upon Verification.) (Copy of valid Certificate to be enclosed)	AMOUNT :₹ DD NO: DD DATE: ISSUING BANK :
B	Vendor shall have Experience of execution of at least one contract for conducting stress analysis of steam generator using Stain gauge measurement system or similar work related to stress analysis of pressure vessels using strain gauge within seven years from the date of issue of Tender. (Documentary evidence in terms of WO / Completion certificate to be enclosed.) Experience certificate from private organization to be supported by TDS (Tax Deducted at Source) certificate issued by the organization OR Form 26 AS or Bank statement for transaction of payment)	
C	Income Tax Registration : (Copy of PAN to be attached)	
D	Goods & Service Tax Registration (Copy of GST Registration to be attached)	
E	No deviation certificate. (To be enclosed as per Annexure-A)	

Name of Work : WORKS CONTRACT FOR STRESS ANALYSIS OF 700 MW STEAM GENERATOR BY STRAIN GAUGE MEASUREMENT SYSTEM AT BHEL TRICHY-14
Enquiry No : 9471800011/ 27.01.2018

Annexure -IB

PART-I (TECHNO COMMERCIAL BID)

BILL OF QUANTITY, SCOPE OF WORK AND TERMS & CONDITIONS

A. BILL OF QUANTITY & TECHNICAL DESCRIPTION OF MACHINES

SL No	Description of Work	UOM	QTY
1	STRESS ANALYSIS OF 700 MW STEAM GENERATOR BY STRAIN GAUGE MEASUREMENT SYSTEM	No's	1

B. SCOPE OF WORK

1. To execute experimental stress analysis of pressure vessel at BHEL, Tiruchirappalli, Tamilnadu. The test has to be carried out at room temperature. All the gauges are to be installed on the outer surface of the vessel and no gauge will be in contact with water.

1. The task includes supply, installation of 51 nos. of strain gauges distributed over 24 locations on the steam generator. The strain at all gauges to be measured using strain meter during hydro test. The vendor has to prequalify using calibration procedure for strain gauging and meter at WRI.
2. All procedures/experimentation are subject to Approval, Inspection and execution in presence of BHEL/NPCIL authorities

1. Equipment Requirements – Vendors Scope of Supply:

1.1 Strain Gauges and adhesives

1. 51 nos. of strain gauges are to be used for experimentation distributed across locations on the pressure vessel. The vendor is expected to stock at least 60 gauges (9 for calibration requirement + 51 for locations and the rest as spares).
2. Only three element rosette type of strain gauges with orientation of 00, 450, 900 are to be used for experimentation. Each grid of the strain gauge should be of 120 ohms resistance. The gauge length is to be of 6 mm and the configuration will be quarter bridge for connections.
3. Vendor shall bring suitable adhesive for installing the strain gauges.
4. An electrical supply of 1 ϕ , 220V AC, 50 Hz will be provided by BHEL for operating the instrument and other accessories.

1.2 Strain meter

1. There is a need to measure 180 channels in total or 105 channels for a single testing cycle. The vendor is expected to have a calibrated strain meter(s) that can accommodate simultaneous measurement of 105 channels at the minimum.
2. The vendor is expected to complete the measurement of strains from all channels in the allotted time of 2 – 3 minutes for every measurement.
3. The strain meter(s) should be of reputed make and calibrated to applicable standards. Any loss/damage/malfunction in these meter(s) demands immediate replacement of the meter by the vendor to continue with the experimentation

1.3 Cabling

1. All cabling including couplers, connectors and other accessories from the strain gauges till the location of strain meter(s) is at the scope of the vendor. Tapes and Adhesives to retain the wiring, cabling of the connections for the entire duration of the experimental procedure is at the scope of vendor. A single cable for each location shall be provided between the strain gauge and the

Name of Work : WORKS CONTRACT FOR STRESS ANALYSIS OF 700 MW STEAM GENERATOR BY STRAIN GAUGE MEASUREMENT SYSTEM AT BHEL TRICHY-14

Enquiry No : 9471800011/ 27.01.2018

instrument. The distance between the strain gauge and the instrument is expected to be in the range of 80 m – 100 m.

1.4 Accessories.

1. The vendor is to be sufficiently equipped with the accessories for executing the task as per scope of work. All instruments that form part of accessories should have valid calibration certificate as on date of experimentation. The major accessories foreseen are listed below:

- Machine tools for cleaning and grinding locations
- Adhesives and cleaning agents for fixing strain gauges to locations.
- Electrical meters like Multimeter for checking strain gauge resistance and connections.
- Suitable Data Logging devices for recording (if not part of the strain meter)
- Thermometer for measuring ambient temperature.

2. Job Requirements

2.1 Calibration of Strain Gauges

1. Qualifying Strain Gauge Installation on Flat Surface: Test is carried out by mounting strain gauge on a reduced flat tensile specimen, load it on a calibrated UTM and examine the linear and reversible behavior of the strain data during loading and unloading cycles. The scope of WRI will be limited to providing the material for testing and The UTM machine. The vendor is to prepare specimen and execute the task.
2. Qualifying Strain Gauge Installation on double curvature specimen: A strain gauge is to be pasted on a double curvature specimen and subjected to loading cycles on a calibrated UTM. The scope of WRI will be limited to providing the material for testing and The UTM machine. The vendor is to prepare specimen and execute the task.
3. The equipment and personnel used in Calibration procedure will ONLY be allowed to be used in subsequent experimental studies.

2.2 Qualification of Personnel

1. The operating personnel will be deemed qualified ONLY if they are executing the calibration of strain gauge procedure as per above clause.

2.3 Fixing of Strain Gauge

1. 51 strain gauges are to be fixed across locations over the profile of the pressure vessel. The locations will be marked and handed over to the vendor. The vendor has to draw axis of reference, grind, clean and past the adhesive as per qualified procedure. After installation, each of the strain gauge is to be checked for its
2. continuity, gauge resistance and insulation resistance. The gauges are to be protected against water seepage with suitable chemicals/compounds.
3. The responsibility of the vendor is to ensure that all gauges are in perfect working order for experimentation. Any loss/damage/malfunction in these gauges demands immediate replacement of the gauge by the vendor.

2.4 Connection of gauge to channels

1. The gauges are to be routed to the strain meter(s) using cables. The choice of connectors and cables are left the vendor's choice. All channels of the strain gauges fixed across the locations are to be connected to the strain meter(s).

Name of Work : WORKS CONTRACT FOR STRESS ANALYSIS OF 700 MW STEAM GENERATOR BY STRAIN GAUGE MEASUREMENT SYSTEM AT BHEL TRICHY-14

Enquiry No : 9471800011/ 27.01.2018

2.5 Calibration and Connection of Strain Gauges

1. The strain meter(s) should be calibrated and the calibration is to be valid on the date of measurement. The connections are to be validated along with quantification of drift, zero error and self-calibration capabilities. The measurement mode offered by the instrument is to be explained and demonstrated by the vendor before starting experimentation.
2. The vendor should ensure proper installation of strain gauge to achieve consistency of measurements during operation.

2.6 Measurement of Strain on the Phase I cycle

1. There are 33 strain gauges to be fixed at different locations (identified and approved by WRI/NPCIL) during Phase I. The vessel will be pressurized to the hydro test requirements in steps. At each step, the strain readings shall be recorded from each strain gauge. The procedure will be repeated downstream also. Automatic zero balance shall not be done unless otherwise specifically indicated in the procedure. If deemed required by BHEL/NPCIL, the measurement cycle as mentioned above will be repeated.
2. The procedure for initial shake down operation, operating instructions, number of steps and the duration at each step will be at the scope of WRI and the procedure will be handed over to the vendor for compliance. The scope of vendor is limited to logging data as per requirements.

2.7 Measurement of Strain on the Phase II

1. The Phase II operation will have 18 gauges distributed over different locations (identified and approved by WRI/NPCIL). The vessel will be pressurized to the hydro test requirements in steps. At each step, the strain readings shall be recorded from each strain gauge. The procedure will be repeated downstream also. Automatic zero balance shall not be done unless otherwise specifically indicated in the procedure. If deemed required by BHEL/NPCIL, the measurement cycle as mentioned above will be repeated.
2. The procedure for initial shake down operation, operating instructions, number of steps and the duration at each step will be at the scope of WRI and the procedure will be handed over to the vendor for compliance. The scope of vendor is limited to logging data as per requirements.

2.8 Data Logging and Documentation

1. The strain data logged from the different locations are to be handed over to WRI personnel. The measured strain data shall be provided to WRI both in hard and soft forms. The orientation of the strain gauge connections, strain gauge bridge configuration, tolerance of measurements, gauge factor and all instrument related and strain gauge parameters used in measurement should be listed and provided.
2. Strain gauge removal and repacking of meters
3. The scope of removal of cabling and strain gauging upon completion of the experiment is with the vendor. None of the accessories, instruments, strain meter will be retained by WRI after experimentation. However, all strain gauges left unused will become the property of BHEL and be retained.

3. Qualification Requirements

3.1 Approval

The choice of strain gauges/strain meters used should be and duly approved by WRI engineer In-charge before experimentation

Name of Work : WORKS CONTRACT FOR STRESS ANALYSIS OF 700 MW STEAM GENERATOR BY STRAIN GAUGE MEASUREMENT SYSTEM AT BHEL TRICHY-14

Enquiry No : 9471800011/ 27.01.2018

3.2. Confidentiality

All data from experimentation will be sole property of WRI and vendor is not authorized to carry, claim, use or distribute it in any form.

3.3 Work Timings

The work demands night shifts and the no. of personnel deployed may be suitably taken care of. The vendor will be offered only technical support and any number of man power required is to be arranged by the vendor for the execution of work.

3.4 Inspection and Monitoring

The entire work shall be executed by the vendor under the direct supervision / inspection of WRI and its authorized agencies.

3.5 Pre Bid Visit

It is advised that the vendor may visit WRI to seek clarifications on work requirements. The work agreed upon by the above mentioned scope needs to be executed in full and no excuses on grounds of misunderstanding, perception and missing data will be accepted. The work completion certificate will be at the discretion of WRI and hence it is highly advised that the pre bid visit will be useful for the vendor to understand the scope of work.

TERMS AND CONDITIONS

1. CONTRACT PERIOD AND PLACE OF WORK:

- The work shall be carried out for a period of Seven months from the date of award of work.
- The work shall be carried out at BHEL- Trichy.

2. PAYMENT TERMS AND CONDITIONS:

- The payment to the agency will be made on pro rata basis after successful completion of maintenance and calibration visit and submission of invoice with certification of service engineer in-charge of BHEL along with PF/ESI details of the employee handled the machine. TDS, Goods and Services Tax, and any other tax as applicable as per prevailing rates will be deducted before making the payment. If Goods and services tax has been paid by the agency, proof of same is required with the invoice to avoid deduction from our end.
- No escalation of prices shall be permitted on any ground. Applicable taxes to be shown separately.

3 TERMINATION OF THE CONTRACT:

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

4. LIQUIDATED DAMAGE / PENALTY:

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

a) Penalty 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 Penalty 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.

Name of Work : **WORKS CONTRACT FOR STRESS ANALYSIS OF 700 MW STEAM GENERATOR BY STRAIN GAUGE MEASUREMENT SYSTEM AT BHEL TRICHY-14**
Enquiry No : **9471800011/ 27.01.2018**

PART-I (TECHNO COMMERCIAL BID)

ANNEXURE-IC

GENERAL TERMS & CONDITIONS OF CONTRACT

1. Definition:

In these General Conditions of Contract, the following terms shall have, I 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 the respective area **HOD** to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of the respective area **HOD** or person deputed by him for the particular purposes.
- f) "BHARAT HEAVY ELECTRICALS LIMITED" (hereinafter referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or, other Administrative Officer of the said Company including AGM / WCM authorised 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.

2. Heading to the Contract Conditions:

The heading to these conditions shall not affect the interpretations thereof.

3. DEVIATIONS: The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of the respective area HOD/WCM. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.

4. Work to be Carried Out:

The Contract shall include all labour which may be required for the execution of the work.

Name of Work : WORKS CONTRACT FOR STRESS ANALYSIS OF 700 MW STEAM GENERATOR BY STRAIN GAUGE MEASUREMENT SYSTEM AT BHEL TRICHY-14

Enquiry No : 9471800011/ 27.01.2018

The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No. extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.

5. Assignment of Transfer / Sub-Contract of Contract:

- The Contractor shall not, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons.
- The Contractor shall not sublet any portion of the contract without the prior written approval of the BHEL.

6. Late & delayed Tenders:

- Bids must be received by BHEL the specified address not later than the date and time stipulated in the NIT. BHEL may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of BHEL and the Bidder will remain the same.
- Any bid received by BHEL after the deadline for submission of bids, as stipulated above, will not be considered

7. Compliance to Regulations and Bye-Laws:

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

8. Earnest Money Deposit (EMD) & Security Deposit (SD):

Earnest Money Deposit (EMD):

Tender must be accompanied by Earnest Money for the amount mentioned in tender notice, pledged to BHEL, Trichy in any of the forms mentioned below.

Modes of Deposit:

The EMD shall be accepted only in the following forms:

- a) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- b) Electronic Fund Transfer credited in BHEL account (before tender opening)
- c) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)

Forfeiture of EMD:

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.

General Terms related to EMD:

Earnest Money Deposit (EMD) will not carry any interest.

Earnest Money Deposit (EMD) of the successful tenderer will be retained as part of Security deposit.

The Earnest Money Deposit (EMD) will be refunded to the unsuccessful tenderers within 15 days of acceptance of the award of work by successful tenderer / expiry of offer validity period.

Name of Work : **WORKS CONTRACT FOR STRESS ANALYSIS OF 700 MW STEAM GENERATOR BY STRAIN GAUGE MEASUREMENT SYSTEM AT BHEL TRICHY-14**
Enquiry No : **9471800011/ 27.01.2018**

Security Deposit (SD):

The contractor whose tender has been accepted shall, within seven days of receipt of the notification of acceptance of his tender, should deposit Security deposit @ 5 % of Contract value.

EMD of the successful tenderer shall be converted and adjusted towards the required amount of **Security deposit (SD)**:

Modes of Deposit:

The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- 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 Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

General Terms related to SD:

The security Deposit will not carry any interest.

Security Deposit shall be released to the contractor upon fulfilment of Contractual obligations as per terms of contract.

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),(iv) and (v) above will be subject to hypothecation or endorsement on the documents (Signature of the Branch Manager must be present) in favor 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.

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.

The Bank Guarantee shall be kept valid until the due date for refund of Security Deposit.

Security Deposit has to be deposited within 15 days of LOI/WO. Else EMD will be forfeited and may also attract the provision of "Suspension of Business dealings with Suppliers/Contractors".

Name of Work : WORKS CONTRACT FOR STRESS ANALYSIS OF 700 MW STEAM GENERATOR BY STRAIN GAUGE MEASUREMENT SYSTEM AT BHEL TRICHY-14

Enquiry No : 9471800011/ 27.01.2018

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

1. 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.
2. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
3. 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.
4. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the suppliers, within the calendar month notified by BHEL.

For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

10.Orders under the Contract:

All orders, notices etc. to be given under the contract shall be in writing, typescript or printed and if sent by registered post to the address given in the tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.

11. Contractor's Supervision:

1. The Contractor shall either himself supervise the execution of the contract or shall appoint a competent agent acceptable to BHEL Officials.
2. Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.
3. The Contractor or his accredited agent shall attend when required without making any claim for doing so to the OFFICER-INCHARGE, to receive instructions.
4. The respective area HOD shall have full powers and without assigning any reason, requires the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

12 Payment to employees engaged by the contractor:

1. The Contractor shall remain liable for the payment of all wages and other payments in connection with the employees engaged by him and with regard to the work.
2. The Contractor shall comply with the applicable provisions of Payment of Wages Act-1936, Minimum Wages Act-1948, Employees' Liability Act-1938, Employees' Compensation Act-1923, Payment of Bonus, EPF and Miscellaneous Provisions Act-1952, Employees' State Insurance Act-1948 and other relevant Acts and rules framed, thereunder from time to time.

Name of Work : WORKS CONTRACT FOR STRESS ANALYSIS OF 700 MW STEAM GENERATOR BY STRAIN GAUGE MEASUREMENT SYSTEM AT BHEL TRICHY-14

Enquiry No : 9471800011/ 27.01.2018

3. Contractor shall be responsible for making payment of wages within 7days from the last day of wage period and shall obtain the signature at the end of entries in the wage register from area in-charge of contract operating department.
4. Contractor shall have/ obtain license under the Contract Labour (Regulation and Abolition) Act-1970.
5. As per the circular issued by HR-Welfare/ BHEL dt 08.04.2014, the following additional wages per month has to be paid by the Contractor to his employees over and above the minimum wages declared by the Government of Tamil Nadu as:
 - a) Unskilled : ₹ 3200/
 - b) Semi-skilled : ₹ 3700/-
 - c) Skilled : ₹ 4100/-

The above additional wages & minimum wages will also attract PF, ESI, Bonus etc.

6. Contractor should ensure that atleast the prevailing minimum wages, as per the rules of Government of Tamil Nadu, which are applicable to General Engineering and Fabrication Industry and BHEL's additional wages, inclusive of bonus after remitting PF & ESI contributions, are paid to his employees ONLY in their respective bank accounts by means of NEFT/ RTGS/ IMPS.

While submitting the bills, the contractor should submit a proof of payment made to employees through bank, along with PF and ESI contribution challans to Welfare Section every month for effecting payment by BHEL. Otherwise payment to the bills will not be processed.

In addition, the contractor has to submit wage register as a proof for payment of Minimum wages and additional wages as per prevailing acts, for getting payment from BHEL

The above Illustration is subject to change as and when the minimum wages are revised by the competent authority.

6. The contractor should remit the salary/wages of their workmen only through Bank, directly to the salary/savings account of the employee concerned, monthly clearance will be given in respect of those contractors, only if the salary/wages to the workmen concerned has been remitted in the bank account of the workmen. The relevant Bank statement/proof for Bank payment should be produced along with PF and ESI challans every month,

7. What-so- ever the payments for the persons engaged in the contract should be paid only through bank.

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 workmen:

The Contractor shall at his own expense reinstate and make good to the satisfaction of the respective area HOD 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 BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL, in respect of any such injury (including injury resulting in

Name of Work : WORKS CONTRACT FOR STRESS ANALYSIS OF 700 MW STEAM GENERATOR BY STRAIN GAUGE MEASUREMENT SYSTEM AT BHEL TRICHY-14

Enquiry No : 9471800011/ 27.01.2018

death) loss or damage to any person whomsoever or property including all claims which may arise under the Employees Compensation Act or otherwise.

15. 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, Earthquake 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 thereof neither of the parties shall by reason of such event be entitled to terminate this Contract or claim for damages against the other in respect of such non-performance or delay for such period. 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 may be granted for periods considered reasonable by the respective area **HOD** at his discretion subject to prompt notification by the contractor.

16. ARBITRATION & CONCILIATION.

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Tiruchirappalli.

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

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Tiruchirappalli (the place from which the contract is issued)

The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to the arbitration in terms of Clause above, the Courts at **Tiruchirappalli** (PI incorporate the name of the place where the Principal Civil Court having ordinary original civil jurisdiction to decide questions forming subject matter of the arbitration is located) shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

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

In case of contract with Public Sector Enterprises (PSE) or a Government Department, the following shall be applicable

Name of Work : **WORKS CONTRACT FOR STRESS ANALYSIS OF 700 MW STEAM GENERATOR BY STRAIN GAUGE MEASUREMENT SYSTEM AT BHEL TRICHY-14**
Enquiry No : **9471800011/ 27.01.2018**

In case of any dispute or difference to the interpretation and application of the provision of the contract, such dispute or difference shall be referred by either party for arbitration to the sole arbitrator in the department of public enterprises to be nominated by the secretary to the government of India in-charge of the department of public enterprises. The arbitration and conciliation act 1996 shall not be applicable to arbitration under this clause. The award of arbitration shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award of law secretary, department of legal affairs, ministry of law and justices, government of India. Upon such reference the dispute shall be decided by the law secretary or the special secretary or additional secretary when so authorized by the law secretary, whose decision shall bind the parties hereto finally and Conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the arbitrator.

17. JURISDICTION:

In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Trichy, Tamil Nadu only shall have the Jurisdiction and is only after exhausting the, Arbitration, Clause 16.

18 SECRACY OF CONFIDENTIAL INFORMATION:

The Contractor undertakes and agrees that he/it will not disclose or reveal in part or full the proprietary/confidential information, which terms shall mean and include patents, trademarks, service marks, registered designs, copyright, design rights, know-how, confidential information, trade and business names and any other similar protected information of BHEL received during negotiation or currency of the contract to any third party or governmental authorities without written permission from BHEL. In the event of termination or expiry of the contract, the contractor shall return all proprietary/confidential information to BHEL. This clause shall survive termination or expiry of the contract.

BHEL reserves the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc., if the contractor is found guilty / wrong usage of the documents given by BHEL for any unauthorised activity.

19. Signing Of Contract:

Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership or Hindu Joint Family firm, may be signed in the FIRM'S name by the Managing Partner or all /one of the Partners on behalf of the firm or the Karta or Manager for HUF as the case may be. Contract by a Company shall be signed with the name of the Company from a person authorised in this behalf and a Resolution or power of attorney or other satisfactory proof, showing that the person signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

20 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.

21. 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”.

Name of Work : WORKS CONTRACT FOR STRESS ANALYSIS OF 700 MW STEAM GENERATOR BY STRAIN GAUGE MEASUREMENT SYSTEM AT BHEL TRICHY-14

Enquiry No : 9471800011/ 27.01.2018

22. RISK PURCHASE:

a) 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 vendor and get it completed to meet the BHEL requirement and additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the Contractor who failed to complete the job in line with the Contract.

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

In case vendor fails to fulfil any of the tender / Contract obligations as per Contract / Agreement, contract shall be cancelled and SD shall be forfeited

23. SUBMISSION AND PROCESSING OF BILLS:

A. Payment to the Contractor:

Contractor shall raise the bill on completion of every quarterly and submit the same along with all supporting documents and vouchers for verification and certification by the designated BHEL official in charge on or before 7th of every month for the completed month.

Payment shall be effected as per the existing Rules within 30 days of submission of the complete bill with all supporting documents.

BHEL will make payment only through the Electronic Fund Transfer (EFT) method.

B. Processing of Bills:

The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the respective area **HOD** separately details of their claims for the work done by them up to and including the previous month which are not covered by their contract agreement in any of the following respects:

- a) Deviation from the items provided in the contract documents.
- b) Extra items / new items of work.
- c) Items in respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report. Payment will be at the sole discretion of BHEL.

24. 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 for any statutory obligation and not liable thereto, then a declaration shall be submitted along with offer that they are within the threshold limit.

25. Recovery from Contractor:

Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractor, 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 unless the contractor pays the claim on demand.

Name of Work : WORKS CONTRACT FOR STRESS ANALYSIS OF 700 MW STEAM GENERATOR BY STRAIN GAUGE MEASUREMENT SYSTEM AT BHEL TRICHY-14

Enquiry No : 9471800011/ 27.01.2018

26. 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 sub- paragraphs. However no such recovery shall be enforced after three years of passing the final bill.

27. Refund of Security Deposit:

The Security Deposit may be refunded to the Contractor after completion of the contract provided, after the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

28. Laws Governing the Contract:

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

29. 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.

30. 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 respective area **HOD** 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 foreclosing of the work.

31. 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 having borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,
OR
- b) enter into a contract or understanding with any person in 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) To obtain' a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

32. Cancellation of Contract for Insolvency Assignment of Transfer or Subletting 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

Name of Work : WORKS CONTRACT FOR STRESS ANALYSIS OF 700 MW STEAM GENERATOR BY STRAIN GAUGE MEASUREMENT SYSTEM AT BHEL TRICHY-14

Enquiry No : 9471800011/ 27.01.2018

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

- b) Being a Company, shall pass a resolution or Court shall make an order for the liquidation of its assets, 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

- c) Assigns, Transfers, Sublets or attempts to assign, transfer or sublet any portion of the work without the prior written approval of the BHEL.
- d) Whenever BHEL exercises the authority to cancel the contract under these 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 the respective area **HOD**) being less than the contract cost, the advantage shall accrue to BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Contractor by other means.
- e) In case 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 BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.
- f) Labour engaged by the contractor should be disciplined & exhibit good behaviour in dealing with employees of BHEL. Any misbehaviour or undesirable conduct of any person engaged by the contractor is reported, contractor shall change that person immediately or else it may even lead to termination of the contract & in such case security deposit will be forfeited as penalty.

33. Cancellation of Contract In Part or Full for Contractor'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 the respective area **HOD** or his authorized representative:
- b) fails to comply with any of the terms & conditions of the contract or failure to comply orders after reasonable notice in writing with orders properly issued thereunder:

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 exercises the authority to cancel the contract as a whole or part under this condition, BHEL may complete the work at the contractor's risk and cost (as certified by the respective area

HOD which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL. If the cost exceeds the money due to the Contractor under this contract, the Contractor shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Contractor by other means. In case 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 BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.

Name of Work : **WORKS CONTRACT FOR STRESS ANALYSIS OF 700 MW STEAM GENERATOR BY STRAIN GAUGE MEASUREMENT SYSTEM AT BHEL TRICHY-14**
Enquiry No : **9471800011/ 27.01.2018**

PART-I (TECHNO COMMERCIAL BID)
SPECIAL TERMS & CONDITIONS OF CONTRACT

ANNEXURE-ID

1. PARTICIPATION.

The Parties who have been suspended or black listed or issued with “Show Cause Notice” by BHEL Trichy-14 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.

2. EVALUATION CRITERIA:

- a. Technical Bids of tenderers will be evaluated based on the Pre-Qualification/Technical Eligibility Criteria on the basis of supporting documents and track record of the bidder.
- b. Price Bids of only those tenderers who are found to meet the Pre-Qualification/Technical Eligibility Criteria will be opened. Price Bids will be opened with prior information to the eligible bidders to facilitate the presence of the bidders or their authorized representatives to witness the Price Bid opening.
- c. No additional time will be given for submission of supporting documents and **Part-I: Technical Bid** will be evaluated only on the basis of enclosed documents.

3. CRITERIA FOR AWARD OF WORK:

The evaluation of Offer for award of work shall be on the basis of “Total Cost to BHEL”. **Package Wise L1 based on “Net Cash outflow to BHEL after taking into account applicable Taxes and Duties**

The quantity mentioned in BOQ / Price bid is tentative. BHEL reserves the right to increase or decrease the quantity during award of work or issue work order in phase manner as per requirement of BHEL.

4. SPLITTING OF CONTRACT:

Contracts will be awarded on package basis to single source.

5. METHOD OF EVALUATION OF PRICES

Priority / Ranking

1. The sum of basic rates i.e. (Package) for works including all charges, incidentals etc., exclusive of Goods & Service tax will be the basis for deciding Tender priority (Deciding the L1 Bidder).
2. In case NON-MSE vendor is L1 and MSE vendors offer values are within L1 + 15 %, the L1 offer value shall be counter offered to MSE Vendors as per merit. As the work cannot be split amongst

Name of Work : WORKS CONTRACT FOR STRESS ANALYSIS OF 700 MW STEAM GENERATOR BY STRAIN GAUGE MEASUREMENT SYSTEM AT BHEL TRICHY-14

Enquiry No : 9471800011/ 27.01.2018

two or more vendors, 100 % work shall be awarded to MSE vendor accepting the counter offered L1 value of Non MSE L1 Vendor.

6. RATE FINALIZATION

1. Lowest prices received against BHEL Tenders need not be the acceptable to BHEL and in that case BHEL would not be considered 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. BHEL will finalize the rates through price bid opening. Hence Tenderers are requested to give their best prices at the first instant itself.
3. In the event of the final L1 prices are not reasonable / acceptable to BHEL, BHEL also may resort to short closure of this open Tender.

7. DISCREPANCY IN WORDS & FIGURES- QUOTED IN PRICE BID:

- I. If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- II. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- III. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (I) and (II) above.
- IV. If there is such discrepancy in an offer, the same will be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

Name of Work : WORKS CONTRACT FOR STRESS ANALYSIS OF 700 MW STEAM GENERATOR BY STRAIN GAUGE MEASUREMENT SYSTEM AT BHEL TRICHY-14
Enquiry No : 9471800011/ 27.01.2018

PART-I (No deviation certificate)

ANNEXURE-A

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 Work : WORKS CONTRACT FOR STRAIN GAUGE MEASUREMENT FOR 700 MW STEAM GENERATOR AT BHEL TRICHY-14

Enquiry No : 9471800011/ 27.01.2018

We M/s. do hereby declare that we do not have any deviations to the tender terms and conditions as per

1. Annex-1A (Technical Bid-Qualifying Criteria)
2. Annex-1B (Scope of Work & Technical Terms and Conditions)
3. Annex-1C (General Terms & Conditions of Contract)

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

Enquiry No: 9471800011 Dt: 27.01.2018 and accordingly we accept the same without any Deviation what so ever.

Your Faithfully

Authorized signature
with seal and address

Name of Work : WORKS CONTRACT FOR STRESS ANALYSIS OF 700 MW STEAM GENERATOR BY STRAIN GAUGE MEASUREMENT SYSTEM AT BHEL TRICHY-14
Enquiry No : 9471800011/ 27.01.2018

ANNEXURE-B

PROFORMA (SAMPLE)

(ON BIDDER'S LETTER HEAD)

REF:.....

DT:.....

AUTHORIZATION LETTER FOR PARTICIPATING TENDER OPENING

We, M/s..... (name of the Tenderer) hereby
authorizing (name of the representative) to participate in
the Tender opening of BHEL Trichy “ **WORKS CONTRACT FOR STRESS ANALYSIS OF 700 MW
STEAM GENERATOR BY STRAIN GAUGE MEASUREMENT SYSTEM AT BHEL TRICHY-14**

Enquiry No : 9471800011/ 27.01.2018

The representative's specimen signature is appended below & attested.

Signature of the representative)

Authorized signature
with seal and address

Name of Work : WORKS CONTRACT FOR STRESS ANALYSIS OF 700 MW STEAM GENERATOR BY STRAIN GAUGE MEASUREMENT SYSTEM AT BHEL TRICHY-14
Enquiry No : 9471800011/ 27.01.2018

ANNEXURE-C

To THE PURCHASE/CONTRACT EXECUTING AGENCY/BHEL ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

1	NAME & ADDRESS OF THE SUPPLIER / SUB-CONTRACTOR	
2	VENDOR CODE assigned by BHEL	
<u>Details of Bank Account:</u>		
3	NAME & ADDRESS OF THE BANK	
4	NAME OF THE BRANCH	
5	BRANCH CODE	
6	MICR CODE	
7	ACCOUNT NUMBER	
8	TYPE OF ACCOUNT	CURRENT A/C / OD / CASH CREDIT
9	BENEFICIERY'S NAME	
10	IFSC CODE OF THE BRANCH	
11	EMAIL ID	
12	TELEPHONE/MOBILE NO.	

CERTIFICATE I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited. I / We also agree to bear the applicable Bank Charges for the above mode of transfer. **A copy of the cheque leaf/cancelled cheque leaf of the above account is sent herewith.**

AUTHORISED SIGNATORY WITH NAME SEAL

Banker's Certification

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of _____ (name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE: (Manager / Officer's)

DATE : Signature Under Bank stamp and Name Seal

With Membership No.

(Telephone / Mobile No. _____)

Forwarded to Accounts Dept. We confirm the above details are verified with the records available with us.

Signature of the BHEL Executive with Name Seal (Operating the Contract/Services)

Contractor Signature

Contractor Seal

Name of Work : **WORKS CONTRACT FOR STRESS ANALYSIS OF 700 MW STEAM GENERATOR BY STRAIN GAUGE MEASUREMENT SYSTEM AT BHEL TRICHY-14**
Enquiry No : **9471800011/ 27.01.2018**

ANNEXURE-D

EMD PAYMENT WIDE E-COLLECT

This explains how to make Payments to BHEL- Tiruchirapali and through SBI-Ecollect. Vendors (EMD and SD Payments payable by others) can utilise 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>

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.

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

(PLEASE CHECK THE STATUS BEFORE MAKING PAYMENT SECOND TIME)

1. Login to www.onlinesbi.com
2. Select State Bank Collect available on the top (pre login page)
3. Accept the terms and conditions and click "PROCEED"
4. Select "PAYMENT HISTORY "option available on the left side of screen.
5. Using two options as mentioned below , you can get the receipt :
 - a. 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.
 - b. 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.
6. In the next page, take print out of receipt.

Name of Work : WORKS CONTRACT FOR STRESS ANALYSIS OF 700 MW STEAM GENERATOR BY STRAIN GAUGE MEASUREMENT SYSTEM AT BHEL TRICHY-14

Enquiry No : 9471800011/ 27.01.2018

Annexure -II

PART-II (PRICE BID)

Instructions related to Price Bid

- (a) If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- (d) If there is such discrepancy in an offer, the same will be conveyed to the bidder with target date up-to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

SL. No	DESCRIPTION	UOM	QTY	Total value in ₹ per year (₹/ QTY)
1	STRESS ANALYSIS OF 700 MW STEAM GENERATOR BY STRAIN GAUGE MEASUREMENT SYSTEM	No's	1	₹...../- Rupees.....only
Total excluding GST (₹)				
GST @ % (₹)				
Total including GST (₹)				

NOTES

1. Rates should be quoted in figures and words and are to be identical, if not the prices in the words will be considered as correct and the same shall be valid and binding.
2. The rate quoted shall remain firm and valid for Entire contract period and no extra payment will be reimbursed to the contractor by BHEL
3. No other pre conditions along with your offer will be entertained by BHEL
4. The signature at the bottom of the rate schedule confirms that the Tenderer had read and accepted all the Terms and conditions in Tender Schedule, also rate quoted with inclusive of any taxes and duties levied and excluding GST etc. has been considered by the tenderer for the total contract period while quoting the above rates.