

**Name of works: REPAIR AND CALIBRATION OF 25 KN DYNAMIC TEST MACHINE AT BHEL-TRICHY**  
**Enquiry No: BHEL-TRY/ WCM/9472000001 / 02.01.2020**

**BHARAT HEAVY ELECTRICALS LIMITED**

**TIRUCHIRAPPALLI-620 014**

**WORKS CONTRACTS MANAGEMENT**

**NOTICE INVITING TENDER**

1.	Tender Ref No:	<b>BHEL-TRY/ WCM/9472000001 / 02.01.2020</b>
2.	Name of works	<b>REPAIR AND CALIBRATION OF 25 KN DYNAMIC TEST MACHINE AT BHEL-TRICHY</b>
3.	Tender Type	<b>Single Tender</b>
4.	Name of the Vendor	<b>M/s ITW INDIA PVT LTD-BISS DIVISION, BANGALORE</b>
5.	Address of vendor	No. 497E, 14 <sup>th</sup> Cross, 4 <sup>th</sup> Phase, Peenaya Industrial Area, Bangalore-560058, India
6.	Location of work	BHEL Trichy
7.	Period of contract	One month from the date of award of contract.
8.	Earnest Money Deposit	Nil
9.	Tender Document details	<b>Part-I (Techno Commercial Bid)</b> Annex-IA: Bill of quantity, Scope of Work and Terms & Conditions - 05 Pages. ANNEX -A: No Deviation Certificate - 01 Page. <b>Part-II (Price Bid)</b> Annex-II (Price bid) - 01 Page.
10.	Address for Sending Tender document.	<b>Senior Manager Works Contracts Management (WCM) Building -53, First Floor, BHEL-High Pressure Boiler Plant, Trichy - 620 014</b>
11.	Contact person for queries related to tender.	Shri Satya Prakash, Dy. Manager/WCM, BHEL-Trichy Land line: 0431 257 5242; e-mail: satyaprakash@bhel.in Shri Philip P G, DGM/ WCM, BHEL-Trichy Land line: 0431 257 1913; e-mail: philip@bhel.in
12.	Contact person for queries related to scope of work and execution of contract.	Shri M Madhu, Sr. Engineer / WRI, BHEL-Trichy Landline: 0431 257 7345 e-mail : <a href="mailto:mmadhu@bhel.in">mmadhu@bhel.in</a>
12.	Due date for submission of Tender	<b>17.01.2020/ 10:00 Hrs.</b>
13.	Date of Tender Opening	<b>17.01.2020/ 10:30 Hrs.</b> (Offer may be opened as and when received with prior intimation if offer received before due date.)
13.	Date of Price Bid Opening	Will be intimated separately.

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**INSTRUCTIONS TO THE TENDERER**

The offer may be sent by registered post / courier to DGM, Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014 or may be dropped in person in the Tender Box kept at Works Contracts Management, 53 Building, BHEL, Trichy- 620 014 or **may also be submitted through e-mail to satyaprakash@bhel.in / philip@bhel.in as 1) Part-I (Techno-Commercial bid) & (2) Part-II (Price bid) in separate password protected pdf. files** on or before due date of submission of offer as per Notice inviting tender. **The password shall be sent to above mentioned e-mail ids only on request.**

BHEL shall not be responsible for any postal delay or delay in receipt of offer sent through e-mail due to any reasons. Offer received after due date and time will not be considered for evaluation.

Bidder shall submit their offer in two parts viz. (1) Part-I (Techno-Commercial bid) (2) Part-II (Price bid)

**1. Envelope No- 1: Part-I (Techno-Commercial bid):** This cover should be sealed and super scribed as Part-I "Technical Bid for name of the Work and Tender enquiry no". This cover should contain signed and stamped accepted tender document, No Deviation certificate and documentary evidence in support of information furnished in tender.

No deviation certificate should be submitted in the vendor Letter head (Format attached as annexure-A) with duly signed and stamped as token of acceptance to the scope of work and tender terms and Conditions.

**2. Envelope No- 2: Part-II (Price bid):** This cover should be sealed and super scribed as Part-II "Price bid for name of the Work and Tender enquiry no". This cover should contain price bid as per tender document with quoted rates for the scope of work and applicable taxes (GST).

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.

**3. Envelope No- 3: Offer:** This cover should be sealed and super scribed as "Name of the Work and Tender Enquiry Number" as per NIT. This cover should contain above mentioned two covers: Envelope No- 1: Part-I (Techno-Commercial bid) and Envelope No- 2: Part-II (Price bid).

**Note:**

1. The quoted rates shall be valid up to **180 days** from date of Tender opening.
2. The rates shall remain firm for the entire period of the contract in case WO is awarded.
3. If the Contractor back outs after opening of technical bid / Price bid / award of work, the contractor is liable for forfeiture of the Earnest Money Deposit (EMD) and Security Deposit (SD) paid.
4. **Evaluation of the offer shall be done on "Net Cash outflow to BHEL after taking into account applicable Taxes and Duties".**
5. **BHEL reserves the right to increase or decrease the tendered quantity.**
6. **BHEL does not guarantee any minimum quantity.**
7. 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.
8. 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.

## **PART-I (TECHNO COMMERCIAL BID)**

### **BILL OF QUANTITY, SCOPE OF WORK AND TERMS & CONDITIONS**

#### **A. BILL OF QUANTITY**

Sl. No.	Description & Scope of Work	UOM	Qty
1	Visit of Service engineer for repair of 25KN Dynamic Test machine.	Man-day	1
2	Dynamic Test machine 25KN & 5 KN load cell calibration with NABL Certificate.	Number	1
3	Dynamic Test machine stroke calibration with NABL Certificate.	Number	1
4	Dynamic Test machine Extensometer calibration with NABL Certificate.	Number	1
5	Dynamic Test machine COD calibration with NABL Certificate.	Number	1

#### **B. TERMS & CONDITIONS**

##### **1. CONTRACT PERIOD AND PLACE OF WORK:**

1. The work shall be carried out within a period of one month from the date of award of work.
2. The work shall be carried out at BHEL- Trichy.

##### **2. TIME /DELIVERY SCHEDULE FOR CONTRACT:**

**Visit of service engineer to carry out repair** and calibration of 25 KN Dynamic Test machine shall be carried out within one month of issue of work.

##### **3. Payment Terms:**

1. Payment on pro rata basis after completion of work (repair and calibration) as per BOQ and acceptance & certification of Area in charge (BHEL Executive). The agency shall raise the bill for claiming service amount and shall be routed through area in- charge/BHEL, the area where service was rendered. The payment would be effected only after recommendation from area in-charge for satisfactory completion of such service.
2. No advance payment shall be paid to the agency for service.
3. If Goods and Services tax (GST) has been paid by the agency, proof of same is required with the invoice to avoid deduction from our end.

##### **4. Liquidated damage / Penalty:**

1. Penalty @ 0.5 % of order value per week of delay in execution of work (repair and calibration) as per scope of work or part thereof subject to maximum of 10% total contract value.
2. In case of any amendments / revision, LD shall be linked to the amended / revised PO value

##### **5. Adherence to BHEL Fraud Prevention Policy:**

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The Bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/ service providers shall strictly adhere to BHEL Fraud prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.

**6. TERMINATION OF CONTRACT:**

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

**7. GENERAL TERMS AND CONDITIONS:**

1. Safety precautions have to be ensured by the Contractor Depending on the work nature. Necessary work permit system and personal protective equipment's (PPE) such as gloves, helmet, spectacle goggles, safety shoes, safety belt etc. as applicable to Mechanical works should be adhered while carrying out the work.
2. All safety equipment's to the workmen, safety rules & regulations are to be followed as per BHEL's Safety Rules and Regulations.
3. BHEL will no way be responsible for any loss of life or any injury caused to any of the contractors or their crew while executing the above work at BHEL premises.
4. The contractor or his/her crew should handle the machinery and other equipment's entrusted to them by BHEL with utmost care and return them safely after execution of stipulated work. The cost of damage, repair due to improper handling of machinery and equipment will be recovered from the contractor.
5. Contractor shall ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
6. Contractor will be responsible for the good conduct of his/her employees. In case of any misconduct/misbehavior by any employee, the contractor will replace such employee(s) immediately.
7. Contractor will ensure that the job is executed through his/her employees on and under no circumstances, the contractor will not deploy any casual employee to carry out the job nor shall subcontract the job without prior written permission.
8. The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
9. BHEL reserves the right to cancel and terminate the contract at any time without assigning any reason.
10. The proof of execution of work should be submitted along with each bill (printed form with covering letter and proof for execution of work).
11. The bill should be submitted within a week after execution of work.
12. In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his/her employees from the establishment of BHEL. In case, contractor decides to terminate services of his/her employees, he should settle all terminal dues including retrenchment compensation.
13. BHEL reserves the right to alter any of the terms & conditions of the contract and any such changes will be intimated to the contractor from time to time.

**8. 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

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manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.

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

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

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

Subject to the arbitration in terms of Clause above, the Courts at TRICHY shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

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

In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable: In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

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

**10. GOODS & SERVICE TAX (GST) REGISTRATION & COMPLIANCE**

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

2. Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.

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

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

- a) Vendor declaring such invoice in Form GST ANX-1

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b) Receipt of Goods or Services and Tax invoice by BHEL

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

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

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

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

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

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

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

**IMPORTANT NOTE FOR GOODS AND SERVICES TAX:**

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

**10. 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.

**11. Sub-Contract:**

The Contractor shall not sublet any portion of the contract.

**12. 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

**13. DISCREPANCY IN WORDS & FIGURES· QUOTED IN PRICE BID:**

1. 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.
2. 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
3. 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.
4. 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.
5. Bid should be free from correction, overwriting, using corrective fluid, etc. any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature (s) of person(s) signing the bid shall be liable for rejection.

**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 Technical bid of the tender.**

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We M/s. .... do hereby declare that

- 1. We have read and clearly understood the contract details w.r.t Bill of quantity, Scope of Work and Terms and Conditions in Tender Schedule of **"REPAIR AND CALIBRATION OF 25 KN DYNAMIC TEST MACHINE AT BHEL-TRICHY". Enquiry No: BHEL-TRY/ WCM/9472000001 / 02.01.2020** and accordingly we accept the same without any Deviation what so ever.*
- 2. We unconditionally agree to all the tender conditions w.r.t Bill of quantity, Scope of Work and Terms and Conditions and no new conditions are imposed by us in the technical / price bid. I understand in the event of imposing any condition in the technical / price bid, such condition would be ignored by BHEL and terms and conditions as per tender will be considered for the purpose of evaluation.*
- 3. We confirm that none of our group concern or affiliates etc., appears on the list of suspended or blacklisted / banned firms / companies by BHEL (list available on [www.bhel.com](http://www.bhel.com)) or any PSU/ Government organization nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company.*
- 4. We confirm that if any of the above statement / information furnished by us in this tender is found to be false/ fake at any stage of tender evaluation or during execution of contract, BHEL will have the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc. as deemed fit.*

*Your Faithfully*

*Authorized signature  
with seal and address*

**PART-I (PRICE BID)**

Sl. No	DESCRIPTION	UOM	QTY	Total Value (₹)
1	Visit of Service engineer for repair of 25KN Dynamic Test machine.	Man-day	1	₹...../- Rupees..... .....only
2	Dynamic Test machine 25KN & 5 KN load cell calibration with NABL Certificate.	Number	1	₹...../- Rupees..... .....only
3	Dynamic Test machine stroke calibration with NABL Certificate.	Number	1	₹...../- Rupees..... .....only
4	Dynamic Test machine Extensometer calibration with NABL Certificate.	Number	1	₹...../- Rupees..... .....only
5	Dynamic Test machine COD calibration with NABL Certificate.	Number	1	₹...../- Rupees..... .....only
Total (₹)				
Goods @ Services Tax ( GST ).....% ( ₹ )				
Total value Including GST (₹)				

**NOTES**

- 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.
- The rate quoted is inclusive of all taxes and duties levied and excluding Goods and Services Tax.
- The rate quoted shall remain firm and valid for entire contract period and no extra payment will be reimbursed to the contractor by BHEL.
- No other pre conditions along with your offer will be entertained by BHEL.
- The signature at the bottom of the rate schedule confirms that the Tenderer had read and accepted all the Terms and conditions of Tender Schedule.