



Bharat Heavy Electricals Limited

(A Govt. Of India Undertaking)

Power Sector, Eastern Region

BHEL Bhawan, Plot No. DJ-9/1, Sector- II,
Salt Lake City, Kolkata, WEST BENGAL, INDIA
Phone: 033-23398220, 23211690, FAX: 033-
23211960

NOTICE INVITING TENDER (NIT)

OFFERS ARE INVITED FROM **REPUTED & EXPERIENCED BIDDERS ONLY** (MEETING PRE-QUALIFICATION CRITERIA AS MENTIONED) **THROUGH E-PROCUREMENT PORTAL <https://bhel.abcprocure.com> ONLY** for THE SUBJECT JOB BY THE UNDERSIGNED ON BEHALF OF BHARAT HEAVY ELECTRICALS LIMITED AS PER THE TENDER DOCUMENT. WHERE "LOCAL" IS DEFINED AS PER PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) ORDER 2017 BY GOVT. OF INDIA, VIDE ORDER NO. P-45021/2/2017-B.E.-II DATED 15/06/2017, 28/05/2018,29/08/2018 and 29/05/2019 & ALL SUBSEQUENT CLARIFICATIONS.ISSUE OF TENDER TO ANY BIDDER SHALL NOT CONSTRUE THAT THE BIDDER IS CONSIDERED TO BE QUALIFIED. FOLLOWING POINTS RELEVANT TO THE TENDER MAY PLEASE BE NOTED AND COMPLIED WITH.

Salient Features of NIT

SL NO	ISSUE	DESCRIPTION	
i	E-TENDER NUMBER	PSER: PUR: TSX: 140(III):048	DATE: 07/08/2019
ii	Broad Scope of job	RATE CONTRACT FOR CARRYING OUT CALIBRATION, PREPARATION AND SUBMISSION OF NABL ACCREDITED CALIBRATION CERTIFICATES OF PRESSURE / DIFFERENTIAL PRESSURE TRANSMITTERS FOR TWO YEARS.	
iii	ISSUE OF TENDER DOCUMENTS	a) <i>Online through e-procurement platform at https://bhel.abcprocure.com</i> b) In BHEL website (www.bhel.com & CPP Portal) : For tender view purpose only	1. Applicable 2. Applicable
iv	DUE DATE & TIME OF OFFER SUBMISSION	<i>Date: 17/08/2019, Time: 15-00 Hrs. IST</i> <i>(Offer to be submitted online only through e-procurement platform at https://bhel.abcprocure.com)</i>	Applicable
v	TECHNO-COMMERCIAL BID OPENING OF TENDER	<i>Date: 17/08/2019, Time: 16-00 Hrs. IST</i> <i>(online only through e-procurement platform at https://bhel.abcprocure.com , participating bidders may witness the same online only)</i>	Applicable
vi	EMD AMOUNT	<i>Rs. 13,190.00 (Rupees Thirteen Thousand One Hundred and Ninety Only)</i>	Applicable
vii	COST OF TENDER	--	Not Applicable
viii	LAST DATE FOR SEEKING CLARIFICATION	<i>Date: 13/08/2019</i>	Applicable
ix	SCHEDULE OF Pre Bid Discussion (PBD)	If any, shall be intimated through Tender Change Notice (TCN)	Not Applicable
x	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	--	Not Applicable

xi	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com →Tender Notifications →View Corrigendum & CPP Portal →Tender Notice & E-PROCUREMENT PORTAL https://bhel.abcprocure.com). Bidders to keep themselves updated with all such information.	<i>Shall be intimated to bidder</i>
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The offer shall be submitted as per the instructions of tender document. Only One set of tender document (**in original, downloaded from website**) signed by authorised company rep. of bidder and stamped on each page shall be submitted as detailed further, as given below. Bidders to note specifically that all pages of tender document, including these NIT pages etc. appearing in the website for this particular tender shall be submitted by them (after signing/stamping on each page) as a part of their offer. **Price shall not be mentioned by them anywhere in the techno-commercial portion of offer. Price shall be mentioned in the relevant price schedule only and to be submitted in e-procurement portal/platform in the form and manner mentioned in tender.**

For E-PROCUREMENT ASSISTANCE & TRAINING, M/s E-PROCUREMENT TECHNOLOGIES LIMITED HELPDESK PERSONS AS PER FOLLOWING: -

- Mr. Swapnil Hamilton, Support Executive, Ph: +91 7940270549, e-mail ID: swapnil.h@eptl.in
- Mr. Hardik Oza, Support Executive, Ph: +91 7940270560, e-mail ID: hardik.oza@eptl.in
- Mr. Ankur Bhatt, Support Executive, Ph: +91 7940270590, e-mail ID: ankur.bhatt@eptl.in
- Mr. Prashant Rajyaguru, Asst. Manager - Implementation & Support, Ph: +91 7940270545 / 08160087732/ 09016859416, e-mail ID: prashant@eptl.in

or for any difficulty in downloading the tender from internet website, they should contact this office DY.MANAGER, Purchase or AGM, Purchase Phone no. 033-23398225/8220). No alteration/changes by bidders is permitted in the tender/NIT appeared in the website.

- Successful bidder shall have to submit additional set of tender/sign on tender document provided by BHEL, if so decided by BHEL.
- This is an E-tender floated online through our E-Procurement Site <https://bhel.abcprocure.com>. The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://bhel.abcprocure.com>. Offers are invited in two parts only. No Hard copy bid or bids through email/ fax shall be accepted. Bids are invited in two parts & shall be submitted as described below:**

OFFER DESCRIPTION	DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING
TECHNICAL OFFER	<ol style="list-style-type: none"> Scanned copy of Covering letter of offer (To be attached in Attachment section) Scanned copy of Entire tender documents signed & stamped in each page by authorized representative of the bidder except price bid (To be attached in Attachment section). Scanned copy of Techno-Commercial Offer (To be attached in Attachment section) Duly filled all annexures except price & unpriced format (To be attached in Attachment section). Copy of records notes of Pre-Bid Conference, if applicable/ pre-bid MOM. (To be attached in Attachment section) Copy of Tender change notice (TCN), if applicable (To be attached in Attachment section) All supporting documents/ Annexures etc. as applicable (To be attached in Attachment section). No deviation certificate in bidder's letterhead as per format given in Tender (To be attached in Attachment section).
PRE-QUALIFICATION PART	9. Pre-qualifying documents with all credentials as per tender. (To be attached in PQ Attachment section)

UNPRICED PRICE BID	10. Price schedule–Unpriced but mentioning only quoted / unquoted against each item as per tender. (To be attached in Unpriced bid Attachment section)
PRICE BID	11. Duly filled in Price Schedule as per tender. (To be attached in price bid Attachment section) Any other document uploaded in the price bid, apart from tendered Price schedule, shall not be taken into cognizance for evaluation of offer.

SPECIAL NOTE:

- A)** Offer & documents submitted with the offer shall be signed and stamped in each page by authorised representative of the bidder. No overwriting/correction in tender documents by bidders shall be allowed. However, if correction is unavoidable, the same may be signed by authorized signatory.
- B)** All documents / Annexures submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.
- 3.0 No deviation with respect to tender clauses and no additional clauses/ suggestions/clarification in Techno-commercial bid/Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same. Offers with deviation are liable for rejection.
- 4.0 BHEL reserves the right to accept or reject any or all offer without assigning any reasons thereof. BHEL also reserve the right to cancel the tender wholly or partly without assigning any reason thereof. BHEL also reserve the right to split/part award the job. Also, BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
- 5.0 Since the job shall be executed at site, the bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including Law and Order situation, applicable Wage structure, Wage rules, present condition of machines etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of site/machine conditions at the time of bidding.
- 6.0 For any clarification on the tender document, you may seek the same in writing or through e-procurement portal/platform as per specified format within the last date of seeking clarification as per tender. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay, and receipt of any query after due date shall not be entertained.
- 8.0 BHEL may decide holding Pre-bid Discussion [PBD] with all intending bidders. On such communication from BHEL, the bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Outcome of PBD (if any) shall also form part of tender.
- 9.0 In case of absence of any queries from bidder(s), their quoted price will be PRESUMED to be final and complete with reference to the tender documents (including Tender change notes (TCNs), clarifications, corrigendum issued by BHEL, if any). Bidders are requested to study the tender documents in detail and prepare their queries/clarifications accordingly. All such queries / clarifications shall be cleared/replied by BHEL. Such clarification letters, corrigendum and/or Tender change notes (TCNs), if issued by BHEL, shall form part of tender document.
- 10.0 In the event of any conflict between requirement of any clause of this specification/ documents /drawings /data sheets etc. or requirements of different codes/ standards specified/ contradictions between any two clauses of tender document, the same to be brought to the knowledge of BHEL by bidders in writing for clarification before due date of seeking clarification, otherwise, more stringent requirement as may be interpreted by BHEL shall prevail and shall be binding on you. Any typing error/missing pages/ other clerical errors in the tender documents, noticed by you must be pointed out before submission of offer, or else, BHEL's interpretation shall prevail & binding on you.

- 11.0 Unless specifically mentioned otherwise, bidder's quoted price shall be deemed to be in compliance with tender including PBD.
- 12.0 Tender document containing above mentioned volumes shall be signed & stamped in all pages including this covering letter. Price bid shall be furnished in the specified format enclosed with the tender. Any additional copy, if required, may be taken by photocopying from the tender document given in the web.
- 13.0 **The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened, who will qualify for the subject job on the basis of pre-qualification evaluation & Techno-Commercial bids etc. BHEL reserves the right to reject the bidders with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.**
- 14.0 While BHEL reserve the right to open the price bid of the offers in camera, the date & time to open the PRICE BID, tender opening shall be intimated to the bidders in case BHEL decides it to be 'Public opening' and in such a case, one authorised representative of the bidder shall be allowed to attend.
- 15.0 Price Bids shall be evaluated in the manner as prescribed in Price Schedule. However, Unit Rates shall also be furnished if applicable in the Price Schedule.
- 16.0 ***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 else bid shall be liable for rejection.***
- 17.0 **Bidders are required to submit their BEST price as per tender Price Schedule format in e-procurement portal/platform in the form & manner as mentioned in tender.**
- 18.0 ***"BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno- commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non- acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.***
- 19.0 ***Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).***
- 20.0 ***The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.***
- In case of enquiry through e-procurement portal/platform, the sealed electronic price bid (e-bid) is to be treated as sealed envelope bid.***
- 21.0 ***If it is found that L1 bidder has quoted higher in online seal bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).***

- 22.0 *Reverse Auction is the type of auction typically conducted to buy goods / items over Internet in which the lowest price bidder wins. In case, the bidders are willing to know the details about the methodology, they may please contact HEAD/PURCHASE OR DY. ENGINEER /PURCHASE, BHEL, KOLKATA.*
- 23.0 **However, if Reverse Auction process is not adopted or Reverse Auction is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the 'PRICE BID' and price impacts (if any), already submitted in e-procurement portal/platform, submitted by the bidder shall be opened for deciding the successful bidder, as per BHEL's standard practice. BHEL's decision in this regard will be final and binding on bidder.**
- 24.0 *Bidders are requested to note that the accepted / agreed tender terms (technical, commercial or on Reverse Auction) in their original offer can not be altered / withdrawn by their own during the processing of tender.*
- 25.0 **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.**
- 26.0 **The offers of the bidders who are on the banned list as also the offer of the bidders, who engages the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.**
- 27.0 **The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self certified and stamped/ digitally signed (as applicable) by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.**
- 28.0 **The bidder may have to produce original document for verification if so decided by BHEL.**
- 29.0 **Suspension of Business dealings with Suppliers/ Contractors:** BHEL reserves the right to take action against contractors who fail to perform or indulge in malpractices, by suspending business dealings with them as detailed in Annexure-V.
- 30.0 "For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15/06/2017, 28/05/2018 and subsequent Orders issued by respective Nodal Ministry (Order dtd. 29/08/2018) shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable".
- 31.0 "MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) 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) /Udyog Aadhar Memorandum(UAM) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure-B 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 bid 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."

Any Bidder falling under MSME category, shall furnish the following details & submit documentary evidence/Govt. Certificate etc. in support of the same along with their techno-commercial offer: -

Type under MSME	SC/ST owned	Women owned	Others
Micro			
Small			
Medium			

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSME category.

32.0 Order of Precedence: In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below: -

- i) Amendments/Clarifications/Corrigenda/Errata/Tender change notice (TCN) etc. issued in respect of the tender documents by BHEL
- ii) Notice Inviting Tender (NIT)
- iii) Price Schedule
- iv) Technical Specifications and Special Terms and Conditions of Contract - Part-C
- v) General and Special Conditions of Contract (GCC)- Part-B

All the bidders are requested to note that all the errata / technical clarifications / corrigendum / extension etc. shall be published THROUGH E-PROCUREMENT PORTAL <https://bhel.abcprocure.com> and in website www.bhel.com & <http://eprocure.gov.in> . As such, all the bidders are requested to be in continuous touch with these websites.

for BHARAT HEAVY ELECTRICALS LTD.

DY MANAGER (PURCHASE)

Agency	Contact details	
BHEL, PSER, Kolkata	Address	BHARAT HEAVY ELECTRICALS LIMITED, POWER SECTOR – EASTERN REGION 2ND FLOOR, BLOCK-DJ, PLOT- 9/1, SECTOR, SALT LAKE CITY, KOLKATA – 700 091
	Phone no.	033-23398225, 23398220, 23211690
	FAX no.	033-23211960
	E-mail ID	malini@bhel.in , sukhen@bhel.in
M/s E-PROCUREMENT TECHNOLOGIES LIMITED	<p>For E-PROCUREMENT ASSISTANCE & TRAINING, M/s E-PROCUREMENT TECHNOLOGIES LIMITED HELPDESK PERSONS AS PER FOLLOWING: -</p> <ol style="list-style-type: none"> 1) Mr. Swapnil Hamilton, Support Executive, Ph: +91 7940270549, e-mail ID: swapnil.h@eptl.in 2) Mr. Hardik Oza, Support Executive, Ph: +91 7940270560, e-mail ID: hardik.oza@eptl.in 3) Mr. Ankur Bhatt, Support Executive, Ph: +91 7940270590, e-mail ID: ankur.bhatt@eptl.in 4) Mr. Prashant Rajyaguru, Asst. Manager - Implementation & Support, Ph: +91 7940270545 08160087732/ 09016859416, e-mail ID: prashant@eptl.in 	

Enclosures:

01. Annexure-I: Pre qualification Criteria.
02. Annexure- II: No Deviation Certificate
03. Annexure-III:Format for seeking clarification
04. Annexure-IV: General Terms & conditions for Reverse Auction
05. Annexure-V: Suspension of business dealing with Suppliers
06. Annexure-VI: Certificate by Chartered Accountant
07. Annexure-VII:Format for Declaration for Relation in BHEL.
08. Annexure – BOCW (Specific clause wrt BOCW Act & Cess Act)
09. Annexure-HSE & OHSAS
10. Tender documents

ANNEXURE-I**PRE – QUALIFICATION CRITERIA**

Broad Scope of job	RATE CONTRACT FOR CARRYING OUT CALIBRATION, PREPARATION AND SUBMISSION OF NABL ACCREDITED CALIBRATION CERTIFICATES OF PRESSURE / DIFFERENTIAL PRESSURE TRANSMITTERS FOR TWO YEARS.
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SL NO.	PRE-QUALIFICATION CRITERIA
1.0	BIDDER MUST HAVE NABL ACCREDITED PERMANENT SET-UP/LABORATORY IN INDIA FOR CALIBRATION OF PRESSURE TRANSMITTERS(PT) OR DIFFERENTIAL PRESSURE TRANSMITTERS(DPT).
2.0	BIDDER MUST HAVE NABL ACCREDITATION FOR ON-SITE CALIBRATION OF PRESSURE TRANSMITTERS(PT) OR DIFFERENTIAL PRESSURE TRANSMITTERS(DPT). NABL WEBSITE MUST CONFIRM THE SAME. IN CASE OF NON CONFIRMATION BY NABL WEBSITE, SCOPE OF ACCREDITATION ENDORSED BY NABL MUST BE SUBMITTED BY THE BIDDER AT THE TIME OF BID SUBMISSION.
3.0	<p>BIDDER SHOULD HAVE AN AVERAGE ANNUAL TURNOVER OF MINIMUM RUPEES 1.98 LAKHS IN THE LAST 3(THREE) YEARS ENDING ON 31.03.2018 AND MUST HAVE EARNED PROFIT IN ANY ONE OF THE LAST3(THREE) FINANCIAL YEARS ENDING ON 31.03.2018 AND SHOULD HAVE POSITIVE NET WORTH AS ON 31.03.2018.</p> <p>AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT OF THE COMPANY NEED BE SUBMITTED FOR LAST 3(THREE) FINANCIAL YEARS ENDING ON 31.03.2018 IN SUPORT OF THIS REQUIREMENT.</p> <p>INCASE AUDITED FINANCIAL STATEMENTS HAVE NOT BEEN SUBMITTED FOR ALL THE THREE YEARS AS INDIATED AGAINST ABOVE, THEN THE APPLICABLE AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE THREE YEARS, WILL BE AVERAGED FOR THREE YEARS.</p> <p>IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS, FINANCIAL STATEMENTS ARE REQUIRED TO BE CERTIFIED BY CHARTERED ACCOUNTANT.</p>
4.0	BIDDERS SHOULD HAVE VALID PAN.
NOTE:	
I)	RELEVANT SUPPORTING DOCUMENTS SHALL BE SUBMITTED.
II)	NO CONSORTIUM/ JV BIDDING IS ALLOWED FOR THIS TENDER.
III)	AFTER SATISFACTORY FULFILLMENT OF ALL THE ABOVE CRITERIA, OFFER SHALL BE CONSIDERED FOR FURTHER EVALUATION AS PER NIT AND ALL OTHER TERMS OF THE TENDER.

ANNEXURE-II
NO DEVIATION CERTIFICATE
(TO BE SUBMITTED IN BIDDER'S LETTERHEAD)

BHARAT HEAVY ELECTRICALS LIMITED,
 Power Sector - Eastern Region,
 Plot no 9/1, DJ Block, Sector – II, Salt Lake City,
 Kolkata – 700 091

Sub	No Deviation Certificate.	
Job	RATE CONTRACT FOR CARRYING OUT CALIBRATION, PREPARATION AND SUBMISSION OF NABL ACCREDITED CALIBRATION CERTIFICATES OF PRESSURE / DIFFERENTIAL PRESSURE TRANSMITTERS OF VARIOUS RANGE FOR TWO YEARS	
Ref	1.0	Tender No.: PSER:PUR:TSX:140(III):048 Date:07/08/2019
	2.0	Other references (if any).

Dear Sir,

With reference to above tender, this is to confirm you that we have gone through each and every terms and conditions mentioned in the enquiry (Terms and Conditions) and we offer our unqualified acceptance of the same.

We also confirm that we have not changed/modified the tender documents as appeared in the website/newspapers and in case of observance at any stage, it shall be treated as null and void.

We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT *and confirm our acceptance to reverse auctioning process* and we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the tender and NIT.

It is also confirmed that the price has been quoted in the format received with the enquiry. We confirm that, we do not have any objections to splitting the quantity among the different bidders by BHEL and price shall remain firm till the completion supply of full ordered quantity.

Any deviation found subsequently at any time during execution of order shall be treated null and void.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorised
representative of the contractor)

ANNEXURE-III
FORMAT FOR SEEKING CLARIFICATION

Job:	RATE CONTRACT FOR CARRYING OUT CALIBRATION, PREPARATION AND SUBMISSION OF NABL ACCREDITED CALIBRATION CERTIFICATES OF PRESSURE / DIFFERENTIAL PRESSURE TRANSMITTERS OF VARIOUS RANGE FOR TWO YEARS			
Tender No.:	Tender No.: PSER:PUR:TSX:140(III):048 Date:07/08/2019			
Sl. no	Reference clause of tender document	Existing provision	Bidder's query	BHEL's clarification

ANNEXURE-IV
TERMS & CONDITIONS OF REVERSE AUCTION

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-submission of 'online sealed bid' by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Process Compliance form (**Annexure-III of Business Rule Document of Reverse Auction – shall be shared to bidders along with intimation of RA schedule**) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, GST and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (**as per Annexure-IV of Business Rule Document of Reverse Auction**) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) will not be allowed to participate in further RA process provided minimum three bidders are left after removal of H1 bidder. In case of tie for H1 bid (identical online sealed bids), 15 minutes' additional time shall be provided and all the participating bidders shall be informed by mail/message on bidding screen to enable bidders submit revised online sealed bids so as to break the tie.
16. In case H1 bidder happen to be MSE and was removed from further bidding but is within L1 + 15% band, then this bid shall also be considered and to be processed in line with 'Public Procurement Policy for Micro & Small Enterprises (MSEs) order, 2012'.

ANNEXURE-V

1.0	<u>Suspension of Business dealings with Suppliers/ Contractors</u>
1.1	BHEL reserves the right to take action against Suppliers/ Contractors who fail to perform or indulge in malpractices, by suspending business dealings with them.
1.2	<p>Suspension of business dealings with Suppliers/ Contractors could be in the form of following: --</p> <p>a) Hold within the unit for specific item(s)/ material category(ies)/ type of work(s) for one year.</p> <p>b) Hold within the unit for all item(s)/ material category(ies)/ type of work(s) for two years</p> <p>c) Banning across BHEL for all items/ material category(ies)/ type of work(s) for three years.</p> <p>The Supplier may be either put on hold or banned, as detailed hereinafter on the basis of one or more of the category wise reasons as enumerated hereunder.</p>
1.4	<p>Hold within the unit for a specific item(s)/ material category(ies)/ type of work(s) shall be imposed in the following cases, if</p> <p>i) In the last three consecutive supplies of a specific material category, average quality rating, as provided in the supplier performance rating (SPR) as per SEARP, falls below 80% of the quality weightage. This is irrespective of supplies against PO(s) having single/ multiple delivery schedules.</p> <p>Note: Not applicable in cases for erection works of Power Sector Regions, where separate guidelines for evaluation of capacity of bidders is being followed.</p> <p>ii) Two consecutive delays, for reasons of delay attributed to the Supplier, in execution of the contracts where delay occurred is such that</p> <p>a) prescribed maximum LD time limits of the contracts is exceeded or</p> <p>b) delay period has equaled/ exceeded half the original delivery period specified in the contracts whichever among the above is earlier.</p> <p>iii)</p> <p>a) Overall SPR (Supplier Performance Rating) in that particular Unit in line with SEARP falls below 60% of the specific material category.</p> <p>b) Bids of contractors (in PS-MSX portal) shall not be considered (if average score of last six months falls 60% or below as per guidelines for evaluation of capacity of bidders formula).</p> <p>Note: – for (b), No specific period of hold shall be applicable.</p> <p>iv) Supplier works are under strike/ lockout for a period of more than three months.</p>

1.4	<p>Hold within the unit for all item(s)/material category(ies)/ type of work(s) shall be put in the following cases, if</p> <ul style="list-style-type: none"> i) Supplier tampers with tendering procedure affecting ordering process. ii) Supplier has misused BHEL documents/ drawings/ technical information or has breached the confidentiality agreement with BHEL. iii) after placement of order, Supplier fails to execute the contract. iv) within warranty period as per contract, Supplier continues to supply low/ less/ non-performing equipment/ services, repetitive failures, remains non-responsive. v) Wherever risk purchase clause (amounting to more than 5% of contract value) has been invoked.
1.4	<p>Banning across BHEL shall be imposed in following cases, if</p>
1.4.1	<ul style="list-style-type: none"> i) After price bid opening but before placement of order, Supplier withdraws his offer or varies it in any manner within the validity period. ii) Supplier is found to be responsible for submitting fake/ false/ forged documents, certificates, or information or misrepresentation/ wilful suppression of facts, or has resorted to unethical, illegal means. iii) In spite of warnings, the Supplier persistently violates or circumvents the provisions of labour laws/ regulations/ rules or other statutory requirements. iv) Supplier is found to be involved in cartel formation or in any other act so as to influence the bidding process or influence the price. v) The Supplier has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage, coercion etc. vi) The Supplier is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings. vii) Supplier is found to have obtained any internal information/ documentation of BHEL by unauthorized means. viii) The foreign Principals along with the representing Agent shall be banned together if information submitted by them about their precise relationship, commission/ remuneration etc. payable/ receivable and other particulars as asked by BHEL, as per the extant guidelines regarding dealing with Agents of Foreign Suppliers is found false/ incorrect, at any stage. ix) Supplier has substituted, damaged, failed to return, or unauthorizedly disposed off free issue materials/ tools etc. of BHEL.
1.4.2	<p>A Supplier can also be banned with the approval of Director (E, R&D) provided a direction to this effect has been received from the administrative ministry of the Government.</p>

Note: Above shall be applicable along with [Guidelines for “Suspension of Business dealings with Suppliers/ Contractors”](#) available in BHEL website <http://www.bhel.com>. These shall form part of tender documents.

ANNEXURE-VI**Certificate by Chartered Accountant on letter head**

This is to Certify that M/S
 (hereinafter 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 the MSMED Act, 2006:

Rs..... Lacs

(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 5.0. No. 3322(E) 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

ANNEXURE-VII

DECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: **Declaration for relation in BHEL**

Ref : 1) NIT/Tender Specification No:

I/We hereby submit the following information pertaining to relation/relatives of Proprieter/Partner(s)/Director(s) employed in BHEL.

Tick (√) any one as applicable:

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:

(i)

(ii)

Signature of the Authorized Signatory

Note:

- 1. Attach separate sheet, if necessary.
- 2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder/Contractor.

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ANNEXURE-BOCW

1. It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
2. It shall be sole responsibility of the contractor engaging Building Workers in connection with the building or other construction works in the capacity of employer to apply and obtain registration certificate specifying the scope of work under the relevant provisions of the Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 from the appropriate Authorities.
3. It shall be responsibility of the contractor to furnish a copy of such Registration Certificate within a period of one month from the date of commencement of Work.
4. It is responsibility of the contractor to register under the Building and other Construction Workers' Welfare Cess Act, 1996 and deposit the required Cess for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 at such rate as the Central Government may , by notification in the Official Gazette, from time to time specify. However, before registering and deposit of Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, the contractor will seek written prior approval from the Construction Manager.
5. In case where the contractor has been accorded written approval by the Construction Manager and the contractor is required to furnish information in Form I and deposit the Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, fails to do so, BHEL reserves right to impose penalty at the rate of 30% of Cess Amount.
6. It shall be sole responsibility of the contractor as employer to get registered every Building Worker, who is between the age of 18 to 60 years of age and who has been engaged in any building or other construction work for not less than ninety days during the preceding twelve months as Beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996.
7. It shall be sole responsibility of the contractor as employer to maintain all the registers, records, notices and submit returns under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
8. It shall be sole responsibility of the contractor as employer to provide notice of poisoning or occupation notifiable diseases, to report of accident and dangerous occurrences to the concerned authorities under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the rules made thereunder and to make payment of all statutory payments & compensation under the Employees' Compensation Act, 1923.
9. It shall be responsibility of the Contractor to furnish BHEL on monthly basis, Receipts/Challans towards Deposit of the Cess under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder along with following statistics :
 - (i) Number of Building Workers employed during preceding one month.
 - (ii) Number of Building workers registered as Beneficiary during preceding one month.
 - (iii) Disbursement of Wages made to the Building Workers for preceding wage month.
 - (iv) Remittance of Contribution of Beneficiaries made during the preceding month
10. BHEL shall reimburse the contractor the Cess amount deposited for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder. However, BHEL shall not reimburse the Fee paid towards the registration of establishment, fees paid towards registration of Beneficiaries and Contribution of Beneficiaries remitted.
11. It shall be responsibility of the Building Worker engaged by the Contractor and registered as a beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 to contribute to the Fund at such rate per mensem as may be specified by the State government by notification in the Official Gazette. Where such beneficiary authorizes the contractor being his employer to deduct his contribution from his monthly wages and to remit the same, the contractor shall remit such contribution to the Building and other construction Workers' Welfare Board in such manner as may be directed by the Board , within the fifteen days from such deduction.
12. If any point of time during the contract period, non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder is observed, BHEL reserves the right to withhold a reasonable amount from the payables to discharge any obligations on behalf of Contractors. The reasonable amount shall be decided by the Construction Manager in consultation with Resident Accounts Officer & Head HR and shall be final.
13. The contractor shall declare to undertake any liability or claim arising out of employment of building workers and shall indemnify BHEL from all consequences / liabilities /penalties in case of non compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.

VOLUME-II**GENERAL AND SPECIAL CONDITIONS OF CONTRACT (SERVICES)**

i)	SECTION – I:	GENERAL INSTRUCTIONS TO TENDERERS
ii)	SECTION – II:	GENERAL TERMS & CONDITIONS OF THE CONTRACT
iii)	SECTION – III:	SPECIAL CONDITIONS OF CONTRACT

SECTION-I : GENERAL INSTRUCTIONS TO TENDERERS

- 1.1. Despatch Instructions
- 1.2. Authorisation and Attestation
- 1.3. Earnest Money Deposit
- 1.4. Security Deposit
- 1.5. Return of Security Deposit
- 1.6. Bank Guarantee
- 1.7. Validity of offer
- 1.8. Execution of Contract Agreement
- 1.9. Rejection of Tender and other Conditions

SECTION-II ; GENERAL TERMS & CONDITIONS OF THE CONTRACT

- 2.1 Definitions
- 2.2 Law Governing Contract and Court Jurisdiction
- 2.3 Issue of Notice
- 2.4 Use of land
- 2.5 Commencement of Work
- 2.6 Measurement of Work and Mode of Payment
- 2.7 Rights of BHEL
- 2.8 Responsibilities of Contractor in respect of Local Laws, Employment of Workers etc
- 2.9 Progress Monitoring, Monthly Review and Performance Evaluation
- 2.10 Time of Completion
- 2.11 Extension of Time for Completion
- 2.12 Over Run Compensation
- 2.13 Interest Bearing Recoverable Advances
- 2.14 Quantity Variation
- 2.15 Extra Works
- 2.16 Supplementary Items
- 2.17 Price Variation Clause
- 2.18 Insurance
- 2.19 Strikes & Lockout
- 2.20 Force Majeure
- 2.21 Arbitration and Conciliation
- 2.22 Retention Amount
- 2.23 Payments
- 2.24 Performance Guarantee for Workmanship
- 2.25 Closing of Contracts
- 2.26 Reverse Auction
- 2.27 Suspension of Business Dealings
- 2.28 Other Issues
- 2.29 Consequences of cancellation
- 2.30 No interest payable to contractor

SECTION-III : SPECIAL CONDITIONS OF CONTRACT

- 3.1 Quantum of work
- 3.2 Commencement and completion of work
- 3.3 Penalty for delay
- 3.4 Terms of payment
- 3.5 Inspection and completion:
- 3.6 Tools, Tackles, Test equipment and consumables

- 3.7 Accomodation of site staff and store space
- 3.8 Responsibilities of the contractor
- 3.9 Planning and execution
- 3.10 Safety and accident coverage
- 3.11 Housekeeping and preservation
- 3.12 Tools,stores and consumables
- 3.13 General

VOLUME-II
GENERAL AND SPECIAL CONDITIONS OF CONTRACT (SERVICES)

SECTION-I

GENERAL INSTRUCTION TO TENDERERS

1.1 Submission of Tender in “Three Parts”.-NOT APPLICABLE FOR ONLINE TENDERS

- (1) Technical Tender : All particulars asked for from the Vendor except the Price Bid & E.M.D in an envelope.
- (2) EMD in a sealed envelope clearly superscribing on the envelope “E.M.D”, the Tender Number, Name of Work, addresses of Vendor and addressee. One time EMD holders needn’t enclose this provided that proof of EMD remittance is enclosed in the technical tender.
- (3) Price Bid in the price schedule enclosed in the tender, in sealed envelope, clearly superscribing “Price Bid”, Tender Number, Name of Work, Name of the Vendor and addressee.

All the above “Parts” can be placed in an sufficiently large outer envelope for submission.

- 1.1.1a This Tender specification as a whole, duly furnishing the following details shall be duly signed and sent in a sealed cover superscribing :

TENDER FOR _____ TENDER
SPECIFICATION NO. _____ DUE ON _____

1.1.1b DURATION OF JOB

1.1.1.1 Earnest Money Deposit.

1.1.1.2 Income Tax & Sales Tax Clearance Certificate.

1.1.1.4 Detailed organisation chart for manpower resources available with the tenderer and be employed for the present jobs.

1.1.1.4 Time to be taken for commencement and completion of Work.

1.1.1.5 A list of experience as mentioned in the tender document.

1.1.1.4 The details of the present jobs being handled.

1.1.1.4 Certificate from the BHEL’s scheduled Banks to establish financial capability of the tenderer as per format enclosed at annexure-I.

1.1.1.4 Attested copies of partnership deed, power of attorney and tender specifications duly signed as mentioned in the tender documents.

1.1.1.8 Price schedule and other relevant information.

NOTE: All Xerox copies enclosed by the Vendor should be attested and sealed for authenticity.

-
- 1.1.2 The tender shall be addressed to:
HEAD, PURCHASE DEPARTMENT
BHARAT HEAVY ELECTRICALS LIMITED,
POWER SECTOR, EASTERN REGION, (2ND FLOOR), PLOT-9/1, BLOCK-DJ,
SECTOR-II, SALT LAKE, KOLKATA – 700091.
- 1.1.4 Tenders submitted by post shall be sent “REGISTERED POST ACKNOWLEDGEMENT DUE” and shall be posted with the due allowance for any postal delay. The tenders received after the due date and time of opening are liable to be rejected. Telegraphic offers and offers received by telex may not be considered unless confirmed in writing by a detailed offer.
- 1.1.4 Tenders shall be opened by the authorised officer of BHEL at his office at the time and date as specified in the tender notice in the presence of such of those tenderers or their authorised representatives who may be present.
- 1.1.5 The Tenderer shall closely peruse all the clauses, specifications and drawings indicated in the Tender Documents before quoting. Should the tenderer have any doubt about the meaning of any portion of the Tender Specifications or find discrepancies or omission in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, scope of work etc., he shall at once contact the authority inviting the tender for clarification before the submission of the offer.
- 1.1.4 Before tendering, the tenderer is advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later on the ground of lack of knowledge.
- 1.1.4 Tenderers must fill up all the schedules and furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the Tender Specification & deceleration must be signed bearing seal and submitted along with the offers by the Tender in token of complete acceptance thereof. The information furnished shall be complete by itself. The booklet of G.S.C.C may be retained by the bidder if deceleration is enclosed along with the bid duly filled in and signed and sealed.
- 1.1.4 The tender shall quote the rates in English language and internationals numerals. The rates shall be in whole rupees. These rates shall be entered in figures as well as in words. For the purpose of the tender, the metric system of units shall be used.
- 1.1.8 All entries in the tender shall either be typed or be in ink. Erasures and overwriting are not permitted and may render such tenders liable to summary rejection. All cancellations and insertions shall be duly attested by the tenderer.
- 1.2 Qualifications of Tenderers :
 Only tenderers who have previous experience in work of this nature and description detailed in this tender specification and/or registered with BHEL, PS- ER-SAS for such works are expected to quote for this work duly detailing their experience along with the offer. Offers from tenderers who do not have established experience in the field are not likely to be considered.
- 1.4 Data to be enclosed :
 Full information shall be given by the tender in respect of following. Non- submission of this information may lead to rejection of the offer/tender.
- 1.4.1 Financial Status :
 a) A certificate from BHEL’s scheduled Bank to prove his financial capacity/capability to undertakes the work of solvency certificate from the concerned Government Authority.
 b) Contractors other than those who are registered in ER, should submit their audited annual accounts for three years preceding the financial year in which tenders are called for.
- 1.4.2 Income Tax / Sales Tax Certificate :

 A certificate of Income Tax / Sales Tax verification from the appropriate authority in the forms prescribed therefor duly indicating annual turnover. The certificates shall be valid for one year from the date of issue or for the period prescribed therein for all tenders submitted during the period.

1.4.3 Previous Experience :

A statement giving particulars duly supported by documentary evidence of the various services rendered for each similar work by the tenderer indicating the particulars and value of each work, the site location and the duration and date of completion and also a list of site locations and particulars and value of various services that are under progress.

1.4.4 Organisation Chart :

The organisation pattern that is totally available with the tenderer and that will be employed by the tenderer for this work duly indicating the number of Engineers and Supervisors, their qualification and experience in the line, the number of skilled and unskilled workmen etc.

1.4.5 An attested copy of the Power of Attorney, in case the tender is signed by an individual other than the sole proprietor, shall also be attached.

1.4.6 In case of an individual :His full name, address and place and nature of business.

1.4.7 In case of Partnership firms:The name of all the partners and their addresses. A copy of the Partnership Deed (Instrument of partnership) duly certified by the Notary Public shall be enclosed.

1.4.8 In case of Companies:

Date and place of registration including Date of Commencement Certificate in case of public companies (certified copies of Memorandum and Articles of Associations are also to be furnished).

1.4.9 Nature of business carried on by the Company and the provision of the Memorandum relating thereof.

1.4.10 Names and particulars including addresses of all the Directors and their previous experience.

1.4.11 A list of tools and tackles that the tenderer is having and those that will be earmarked for this job.

1.4.12 In addition to the above, the particulars required in various annexures.

1.2 AUTHORISATION AND ATTESTATION:

Tenders shall be signed by persons duly authorized/empowered to do so. Certified copies of such authority and relevant documents shall be submitted along with the tenders.

1.4 EARNEST MONEY DEPOSIT (EMD):

1.4.1 Every tender must be accompanied by the prescribed amount of Earnest Money Deposit in any one of the following forms:

1.4.1.1 **Cash deposit as permissible under the extant Income Tax Act** (Before tender opening) - The amount should be remitted by the party to the Cashier of Bharat Heavy Electricals Limited, PS-ER, Kolkata between 14.00 hours and 16.00 hours on working days and cash receipt issued by him shall be enclosed along with the tender.

1.4.1.2 **Electronic Fund Transfer** credited in Bharat Heavy Electricals Limited, PS-ER' account (before tender opening). RTGS details of BHEL-PSER is available in tender.

1.4.1.4 **Banker's Cheque/Pay Order/Demand Draft** payable at Kolkata duly pledged in Favour of Bharat Heavy Electricals Limited, Kolkata (along with offer).

1.4.1.4(a) **Any other mode as per latest guidelines issued by Govt. of India.**

- 1.4.1.4 Parties/bidders who have submitted/submits **One Time EMD (OEMD) in this Power Sector Region (i.e. BHEL-PSER) for Service After Sales (SAS) a sum of amount Rs. 5,00,000/- (Rupees Five Lakh only)** are exempted from payment of E.M.D. on each such tender in that unit on case to case basis.
- 1.4.2 Tenders received without Earnest Money in full in the manner prescribed above are liable to be rejected. EMD shall not carry any interest.
- 1.4.3 The Earnest Money Deposit of the successful tenderer will be retained as part of Security Deposit.**
- 1.4.4 EMD given by all unsuccessful tenderers shall be refunded normally within 15 days of award of work.
- 1.4.5 BHEL reserves the right of forfeiture of Earnest Money Deposit submitted by the tenderer if :-
- a) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
 - b) The Contractor fails to deposit the required Security Deposit or commence the work within the period as per LOI/Contract.

EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/contractors" and forfeited/released based on the action as determined under these guidelines"

1.4 SECURITY DEPOSIT (SD):

- 1.4.1 Security Deposit means the security provided by the contractor towards fulfilment of any obligations in terms of the provisions of the contract. Upon acceptance of tender, the successful tenderer within the time specified in the Letter of Intent must deposit the required amount towards Security Deposit before start of the work. The Security Deposit shall not carry any interest.. SD to be submitted within 15 days from the date of Letter of Intent (LOI).
- 1.4.2 The total amount of SECURITY DEPOSIT WILL BE 5% (FIVE PERCENT) OF THE CONTRACT VALUE. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.**
- 1.4.3 If the value of the work done at any time exceeds the accepted agreement value, the Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall immediately be deposited by the contractor or recovered from payments due to the contractor.
- 1.4.4 Regarding adjustment of Earnest Money Deposit towards part of Security Deposit, refer clause 1.4.2 above, the successful tenderer shall not commence any work under the contract before remitting the Security Deposit except as directed by BHEL.
- 1.4.5 Failure to deposit the Security within the stipulated time may lead to forfeiture of Earnest Money and cancellation of the award of work.
- 1.4.6 The balance amount to make up the required Security Deposit of 5% of the contract value may be furnished in any one of the following forms:
- i) Cash (as permissible under the Income Tax Act).
 - ii) Local cheques of scheduled banks (subject to realization)/Pay Order/Demand Draft/Electronic Fund Transfer credited in Bharat Heavy Electricals Limited, PS-ER' account.
 - 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. Bank Guarantee for S.D. must be posted by the Bank by registered post directly to us, and it should not be submitted by the bidder directly to us.
 - 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).
 - vi) Any other mode as per latest guidelines issued by Govt. of India.

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

1.4.7 Collection of Security Deposit:

1.4.7.1 At least 50% of the required Security Deposit, including EMD, should be collected before start of work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the contractor till the amount of the required Security Deposit is collected.

1.4.7.2 If the value of the work done at any time exceeds the accepted agreement value, the Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall immediately be deposited by the contractor or recovered from payments due to the contractor.

1.4.7.3 The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, subject to approval of BHEL.

1.4.7.4 Security Deposit should cover up to the period of guarantee also.

(Note: In case of SAS jobs, work can be started before the required Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit).

1.4.8 BHEL reserves the right of forfeiture of Security Deposit in addition to other claim and penalties in the event of the contractor's failure to fulfil any of the contractual obligations including statutory or in the event of termination of contract as per terms and conditions of contract.

1.4.9 RETURN OF SECURITY DEPOSIT:

If the contractor duly performs and completes the contract in all respects to the entire satisfaction of BHEL, and presents an absolute "No Demand Certificate" in the prescribed form and return properties belonging to BHEL handed over, lent or hired by him for carrying out the said works the security deposit will be released to the contractor after deducting all costs or expenses or other contracts entered into with the contractor, **only after the satisfactory completion of contract period and on expiry of calibration validity of the last calibrated item of the contract.**

1.4.10 No interest shall be payable by BHEL on Earnest Money / Security Deposit or any money due to the contractor from BHEL.

1.4.11 In no case Security Deposit can be released before settling all claims under this contract.

1.4.12 ADDITIONAL BG : (MAIN ITEM AND OPTIONAL ITEM)

5% of gross billed amount shall be collected from invoice prior to payment for the individual order and shall be kept valid till expiry of calibration validity of the last calibrated item of the individual order/lot.No prorate payment shall be released in this regard.For release of this 5% shall be done by BHEL on certification of satisfactory performance of the calibrated sensor duly certified by BHEL after completion of the calibration period.

1.4.13 INSTRUMENT BG : (OPTIONAL ITEM)

In case BHEL places confirmatory order for any/all optional item(s), successful bidder has to submit BG prior to handover of item(s) to vendors laboratory bh BHEL of an amount equal to 5% of individual contract VALUE(for optional items). This BG shall be released by BHEL on handover of calibrated sensors to BHEL along with calibration certificates as per scope of tender.This BG is to be submitted by vendor in addition to Security Deposit bank guarantee mentioned in Sl.No.1.4 of VOLUME-II of tender above.

**1.5 PERFORMANCE BANK GUARANTEE: NOT APPLICABLE
SD-BG may be converted into PBG.**

1.6 VALIDITY OF OFFER:

The rates in the tender shall be kept open for acceptance for a minimum period of **06(SIX) MONTHS from the due date of opening of tenders, including extensions, if any.** If a tenderer withdraws or revokes his tender or increases the tender rates and/or conditions for any item within the aforesaid period, his Earnest Money Deposit is liable to be forfeited. In case the Bharat Heavy Electricals Limited calls for negotiations, such negotiation shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.

1.7 EXECUTION OF CONTRACT AGREEMENT:

The successful tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent by Bharat Heavy Electricals Limited. The successful tenderer may be required to execute an agreement in the prescribed form with BHEL within a reasonable time after the acceptance of his tender and in any case before submitting first RA bill for payment. The expenses for completing and stamping the agreement shall be borne by the tenderer.

1.8 REJECTION OF TENDER AND OTHER CONDITIONS:

1.8.1 The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever:

- a) to reject any or all of the tenders.
- b) To split up the work amongst two or more tenderers.
- c) To award the work in part.
- d) Either of the contingencies stated in (b) and (c) to modify the time for completion suitably.
- e) To modify the scope of work after mutual agreement.

1.8.2 Conditional and unwitnessed tenders:

Tenders containing absurd or unworkable rates and amounts and tenders which are incomplete and otherwise considered defective and tenders not in accordance with the tender conditions, specifications etc. are liable to be rejected.

1.8.3 If a tenderer expires after his submission of the tender or after the acceptance of his tender, BHEL may at their discretion, cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at their discretion unless the firm retains its character.

1.8.4 BHEL will not be bound by any Power of Attorney granted by the tenderer or by changes in the compositions of the firm made subsequent to the execution of the contract. They may, however, recognise such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.

1.8.5 If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money/Security Deposit.

1.8.6 Canvassing in any form in connection with the tenders is strictly prohibited and the tenders submitted by the contractor who resort to canvassing are liable to rejection.

1.8.7 Should a tenderer or contractor or in the case of a firm or Company of Contractors one or more of its Partners/shareholders/Directors have a relation or relations employed in the capacity of an officer of BHEL, the authority inviting tender shall be informed of the fact along with the offer, failing this, BHEL may at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.

1.8.8 The successful tenderer should not sub-contract the part or complete work detailed in this tender specification undertaken by him without permission of BHEL. The tenderer is solely responsible to BHEL for the work awarded to him. Any deviation in this regard will entail termination of such contract by BHEL at the risk and responsibility of contractor.

1.8.9 The successful tenderer shall inform/keep BHEL informed if he has already undertaken any work/is likely to be awarded any job with the same customer with whom BHEL is entering into contract.

SECTION – IIGENERAL TERMS & CONDITIONS OF THE CONTRACT**2.1 Definition :**

The following terms and expressions shall have the meaning hereby assigned to them except where they context otherwise requires :

- i. 'BHEL' (or B.H.E. Ltd.) shall mean Bharat Heavy Electricals Limited, a company registered under Indian Companies Act., 1956, with its Registered Office at BHEL House, SIRI FORT, NEW DELHI-110049, Power Sector, Eastern Region, Service After Sales – Services, DJ-9/1, Salt Lake, Kolkata – 700091 or its Administrative officers or its site Engineer or the employees authorised to deal with any matters with which these persons are concerned on its behalf.
- ii. "GENERAL MANAGER"/DEPUTY IN CHARGE" shall mean the Officer in Administrative charge of BHEL, PS-ER, SAS – Services, Kolkata or their other regional offices.
- iii. "ENGINEER" or "ENGINEER IN CHARGE" shall mean Engineer deputed by BHEL.
a. The terms includes "SITE ENGINEER", "RESIDENT ENGINEER" and "ASSISTANT SITE ENGINEER" of BHEL at the site as well s the officers in-charge at Kolkata office.
- iv. "SITE" shall mean the place or places at which the plants/equipment are to be overhauled and services are to be performed as per the specification of this contract.
- v. "CLIENTS OF BHEL" or "CUSTOMER" shall mean the Project authorities to whom
a. BHEL is supplying the equipment/services.
- vi. "CONTRACTOR" shall mean the individual, firm or company who enters into this contract with BHEL and shall include their executors, administrators, successors and permitted assigns.
- vii. "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the agreement or work order, the accepted appendices of rates, schedule of quantities, if any and general condition of contract, the special conditioning of contract instructions of the tenderers, the drawings, the specifications, the special specification, if any, the tender specifications, the special specification, if any, the tender documents and the Letter of Intent/Accepting Letter issued by BHEL. Any conditions or terms stipulated by the contractor in the tender documents or supporting letters shall not form part of the contract unless specifically accepted in writing by BHEL and incorporated in the agreement.
- viii. "GENERAL CONDITIONS OF CONTRACT" shall mean the instructions to tenderers and general conditions of contract pertaining to the work detailed.
- ix. "TENDER SPECIFICATION" shall mean the "Specific Conditions, technical specifications, appendices, site information and drawings, "pertaining to the work for which the tenderers are required to submit their offer. Also this will include the specifications detailed in NIT of client of BHEL for overhauling, erection, testing and commissioning of plant. Individual specification no. will be assigned to each tender specification.
- x. "TENDER DOCUMENTS" shall mean the General conditions of contract (2.1.4) and tender specification (2.1.8)
- xi. "LETTER OF INTENT" shall mean the intimation by a letter to the tenderer that the tender has been accepted in accordance with provisions contained in that letters. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.
- xii. "COMPLETION TIME" shall mean the period by date specified in the acceptance of tender for handing over the overhauled equipment/plant which are found acceptable by the engineer being of required standard and conforming to the specification of the contract or recommissioning of the machine successfully whichever is later. Completion time will be reckoned from the date of LOI with the period

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- for mobilisation as prided with LOI, added to the same.
- xiii. "PLANT" shall mean and cannot the entire assembly of the plant and equipments covered by the contract.
- xiv. "EQUIPMENT" shall mean all equipments, machineries, materials, structurals, electricals and other components of the plant covered by the contract.
- xv. "TESTS" shall mean and include such test or tests to be carried out on the part of the contractor as are prescribed in the contract or considered necessary by BHEL, in order to ascertain the quality workmanship, performance and efficiency of the contract work or part thereof.
- xvi. "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.
- xvii. "WORK OR CONTRACT WORK" shall mean and include supply of all categories of labour, specified consumables, tools and tackles required for complete and satisfactory site transportation, handling, stacking, storing, overhauling erection, testing and commissioning of the equipment to the entire satisfaction of BHEL.
- xviii. "SINGULAR AND PLURAL ETC" words carrying singular number shall also include plural and vice versa, where the context so requires, words importing the masculine gender shall be taken to include any company or Association or body of individuals, whether incorporated or not.
- xix. "HEADINGS" The Leadings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in interpretation or construction thereof or of the contract.
- xx. 'MONTH' shall mean calender month.
- xxi. "WRITING" shall include any manuscript, type written or printed statement under the signature or seal as the case may be.

2.2 LAW GOVERNING THE CONTRACT AND COURT JURISDICTION:

The contract shall be governing by the Law for the time being in force in the Republic of India. The Civil Court having ordinary original civil jurisdiction, Kolkata shall alone have exclusive Jurisdiction in regard to all claims in respective of this contract.

2.3 ISSUE OF NOTICE:

The contractor shall furnish to the BHEL Engineer the name, designation and address of his authorised agent and all complaints, notices, communications and reference shall be deemed to have been duly given to the contractor if delivered to the contractor or his authorised agent or left at or posted to the address either of the contractor or of his representative and shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary course of past or on which they were so delivered or/or left.

2.4 USE OF LAND:

No land belonging to BHEL or their customer, under temporary possession of BHEL shall be occupied by the contractor without the written permission of BHEL.

2.5 COMMENCEMENT OF WORK: The contractor shall commence the work as per instruction received from BHEL and shall proceed with the same with due expedition without any delay.

Vendor to commence work only after submission of Security Deposit and Additional Security Deposit as per tender as applicable. If the successful Bidder fails to start the work within the stipulated time, BHEL at its sole discretion will have the right to cancel the contract. His earnest money and/or security deposit with BHEL will stand forfeited without any further reference to him without prejudice to any and all of BHEL's other rights and remedies in this regard.

2.6 MEASUREMENT OF THE WORK AND MODE OF PAYMENT:

- i. "All payment due to the contractor shall be paid only by Account payee Cheques"
- ii. The contractor shall present his bill on the format prescribed by BHEL for every payment.
- iii. Lumpsum omission will be entered for deduction. Measurement shall be restricted to that for which it is required to ascertain the financial liability of BHEL under this Contract.
- iv. Work which is to be measured in details shall be measured as per standard procedure without reference to any local procedures without reference to any local procedures excepting where it is otherwise stated in the tender documents. The measurement shall be taken jointly by person duly authorised on the part of BHEL and by the contractor.
- v. If, at any time due to reason whatsoever, it becomes necessary to remeasure the work done in full or in part, the expenses towards such remeasurement shall be borne by the contractor.
The contractor shall bear the expenditure involved, if any, in making the measurement. The Contractor shall, without extra charges, provide all the assistance with appliances with appliance and other things necessary for measurement.
- vi. The measurement entered in the Measurement Books and the bills prepared shall be signed and dated by both the contracting parties.
- vii. The Contractor will be intimated in writing by the site Engineer, the proposed date of measurement. If the contractor, representative fails to participate in the joint measurement, the BHEL engineer shall have the power to proceed by himself to take measurement in which case the measurement shall be accepted by the contractor as final.
- viii. Passing of measurement as per bills does not amount to acceptance of the completion of work mentioned. Any left out work has to be completed if pointed out at a later date by BHEL.

2.7 RIGHTS OF BHEL :

- (A) To withdraw any portion of work/supply and/or to restrict / alter the quantum of work/supply as indicated in the contract during the progress of work/supply and get it done through other agency and/or to suit BHEL's commitment to its customer or in case BHEL decides to advance the date of completion due to other emergency reasons / BHEL's obligation to its customer.
- (B) To terminate the contract or withdraw portion of work/supply and get it done through other agency, at the risk and cost of the contractor after due notice of a period of 14 days' by BHEL in any of the following cases:
 - i) Contractor/Supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/supplier including unexecuted portion of work/supply does not appear to be executable within balance available (#) period considering its performance of execution.
 - ii) Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
 - iii) Non-completion of work/Non-supply by the Contractor / Supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/supplier.
 - iv) Termination of Contract on account of any other reason (s) attributable to Contractor/Supplier.
 - v) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of contract or part thereof by BHEL.
 - vi) Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.
- (#) In-case inputs from BHEL/Customer are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract.

(C) Risk & Cost Amount against Balance Work:

Risk & Cost amount against balance work shall be calculated as follows:

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

Where,

A= Value of Balance scope of Work/Supply (*) as per rates of new contract

B= Value of Balance scope of Work/Supply (*) as per rates of old contract being paid to the contractor / supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

(*) Balance scope of work / supply (in case of termination of contract):

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work / Supply for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute / extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute / extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

NOTE: In-case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work / supply' for calculating Risk & Cost amount.

(D) LD against delay in executed work / supply in case of Termination of Contract :

LD against delay in executed work / supply shall be calculated in line with LD clause as per GCC/SCC/TCC/Special note/any other annexure of tender document (in compliance with order of precedence), for the delay attributable to contractor / supplier. For this purpose, contract value shall be taken as Executed Value of work / supply for the purpose of limiting the maximum LD value.

Method for calculation of "LD against delay in executed work / supply" is given below.

- i) Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor / supplier = T1
- ii) Let the value of executed work / supply till the time of termination of contract = X
- iii) Let the Total Executable Value of work / supply for which inputs/fronts were made available to contractor / supplier and were planned for execution till termination of contract = Y
- iv) Delay in executed work / supply attributable to contractor/supplier i.e. $T2 = [1 - (X/Y)] \times T1$
- v) LD shall be calculated in line with LD clause [as per GCC/SCC/TCC/Special note/any other annexure of tender document (in compliance with order of precedence)] of the Contract for the delay attributable to contractor / supplier taking "X" as Contract Value and "T2" as period of delay attributable to contractor/supplier.

(E) Recoveries arising out of Risk & Cost and LD or any other recoveries due from Contractor

Following sequence shall be applicable for recoveries from contractor / supplier on whom risk & cost has been invoked, after informing the contractor / supplier of the total proposed recovery :

- a) Dues available in the form of Bills payable to contractor / supplier, SD, BGs against the same contract.
- b) Demand notice for deposit of balance recovery amount shall be sent to contractor/ supplier, if funds are insufficient to effect complete recovery against dues indicated in (a) above.

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- c) If contractor / supplier fails to deposit the balance amount to be recovered within the period as prescribed in demand notice, following action shall be taken for balance recovery:
 - i) Dues payable to contractor / supplier against other contracts in the same Region / Unit shall be considered for recovery.
 - ii) If recovery cannot be made out of dues payable to the contractor / supplier as above, balance amount to be recovered, shall be informed to other Regions/Units for making recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor / supplier.
 - iii) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor / supplier.

2.8 RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS ETC.:

The following are the responsibilities of the contractor in respect of observation of local laws, employment of personnel, payment of taxes and execution of job etc.

- i) The Contractor at all times during the continuance of this contract, shall in all his dealing with local labour for the time being employed on or in connection with the work, have due regard to all local festivals and religious and other customs.
- ii) The Contractor shall be responsible for provision of health and sanitary arrangements, more particularly described in contract Labour (Regulation & Abolition Act) safety precautions etc., as may be required of same and satisfactory execution of the contract.
- iii) The contractor shall fulfil all his obligation in respect of accommodation including proper medical facilities for the personnel employed by him.
- iv) The contractor shall be responsible for the proper behavior at site and observance of all regulations by the staff employed by him.
- v) The Contractor shall ensure that no damage is caused to any person / property of other parties working at site. If any such damages is caused, it is the responsibility of the contractor to make the losses or compensate for the same.
- vi) All the properties / equipment / components of BHEL / their client loaned with or without deposit to the contractor in connection with the contract shall remain the properties of BHEL / their client. The Contractor shall use such properties for the purpose of execution of this contract. All such properties / equipment / components shall be deemed to be in good condition when received by the contractor unless he notified within 48 hours to the contrary. The Contractor shall return them in good conditions as and when required by BHEL / their client. In case of non-return, loss damage, repairs, etc. the cost thereof, as may be fixed by the site Engineer, will be recovered from the contractor.
- vii) It is not obligatory on the part of BHEL to supply any tools and tackles or other materials other than those specifically agreed to do so by BHEL. However, depending upon the availability / possibility BHEL's customers' handling equipment and other plants may be made available to the contractor on payment of the hire charges / free of charges as fixed, subject to the condition laid down by BHEL. Customer from time to time, Unless paid in advance, such hire charges if applicable shall be recovered from contractor's bill / security Deposit in one instalment.
- viii) The contractor shall not claim any compensation of the scope of the work, due to changes in design which curtails quantum.
- ix) The Contractor shall fully indemnify BHEL against all claims of whatsoever nature arising during the course of erection / overhauling / performing work under the contract.
- x) In case the contractor is required to undertake any major work outside the scope of this contract the rates payable shall be decided by BHEL Resident Engineer.
- xi) The contractor shall keep the area of work clean and shall remove debris etc., while executing day to day work. Upon completion of work, the contractor shall remove from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places to be specified by the BHEL Engineer. The contractor will also demolish all hutments, sheds, partitions, offices, constructed and used by

- him and shall clean the debris. In the event of his failure to do so, the same will be arranged to be removed by the BHEL. The expenses thereof will be recovered from contractor.
- xii) The contractor shall arrange and co-ordinate his work in such a manner as to cause no inconvenience to other agencies working in the area.
- xiii) All safety rules and codes applied by the client / BHEL at site shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment / material and work to be performed by him and shall maintain all light, fencing guards, signs etc. or other protection necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer with a view to prevent pilferage, accidents, fire hazards and atmospheric conditions. Suitable number of electrical staff, watch and ward, store keepers to take care of the equipment, materials and construction tools and tackles, shall be posted at site by the contractor till completion of the work under this contract. The contractor shall arrange for such safety devices as are necessary for such type of work and carry out the requisite tests of handling equipment, lifting tools, tackles etc, as per prescribed standards and practices.
- xiv) The intent of specification, is to provide services according to most modern and proven techniques and codes. The omission of specific reference to any method, requirement or material necessary for the proper and efficient performance of work shall not relieve the contractor of the responsibility of providing such facilities to complete the work.
- xv) In case of any clause of the work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the BHEL Engineer.
- xvi) No levy or payment or charge made or imposed shall be impeached by reason of any clerical error or by reason of any mistake in the amount levied or demanded or charged.
- xvii) The details drawings, specifications, instructions manual, if any available with the BHEL Engineer will form part of tender specification . These documents will be made available for reference only to the contractor during execution of work.
- xviii) Should any error or ambiguity be discovered in the specification or information, the contractor shall forthwith bring the same to the notice of BHEL before commencement of work. BHEL's interpretation in such cases shall be final and binding on the contractor.
- xix) No over run charges shall be paid in the event of the completion period being extended for any reason whatsoever.
- xx) It is possible that some repair/rectification, modification may be needed on the equipments to be overhauled / work to be performed under this specification, for reasons not attributions to the contractor . All such repair / rectification / modification work which can be done, with the available facilities at site shall be carried out by the contractor free of cost and no extra charger shall be paid to contractor.
- xxi) The quality and progress of work will be regularly reviewed. The schedule and progress of work will be given to the contractor in advance and it will be the obligation / responsibility of the contractor to achieve the desired quality and progress of work by suitably reinforcing their labour force and/or by working extra hours or in more then one shift without any extra cost. Workmen found unsuitable for the work will be replaced immediately by the contractor on being informed by BHEL.
- xxii) During the overhauling work under the contract it is very essential that proper and adequate inspection should made constantly to maintain the quality or workmanship so that any deviation from design dimension does not exceed permissible limits. The proper functioning of the unit, while in operation, depends to a great extent on the above factors. The fact that effective supervision and inspection at the execution stage is less costly than any down time of running unit even for a short period need not be over emphasized. For the details regarding alignment and permissible dimensional deviations in the sub-assemblies BHEL Engineer may be consulted.
- xxiii) The contractor shall execute the work in the most substantial and workmen-like manner in stipulated time. Accuracy of work and timely execution are the essence of this contract. The contractor shall be

responsible to ensure that the assembly and workmanship conform to the dimensions and clearances given in the drawings and/or as per instructions of BHEL Engineers.

- xxiv) The contractor shall take all responsible care to protect the materials and work till such time the plant/equipment has been taken over by BHEL / their client. Where necessary, suitable temporary fencing and lighting shall have to be provided by the contractor as a safety measure against accident and damage of property of BHEL. Suitable caution notice shall be displayed where access to any part may be deemed to be unsafe and hazardous.
- xxv) It will be the responsibility of the contractor to ensure safe lifting of the equipments taking due precautions to avoid any accidents and damage to other equipments and personnel.
- 2.9 PROGRESS MONITORING, MONTHLY REVIEW AND PERFORMANCE EVALUATION: NA**
- 2.10 TIME OF COMPLETION: AS PER TECHNICAL SPECIFICATION AND SPECIAL TERMS AND CONDITIONS OF CONTRACT(VOLUME-III) OF TENDER**
- 2.11 EXTENSION OF TIME FOR COMPLETION: AS PER TENDER**
- 2.12 OVER RUN COMPENSATION: NA**
- 2.13 INTEREST BEARING RECOVERABLE ADVANCES: NA**
- 2.14 QUANTITY VARIATION:AS PER TECHNICAL SPECIFICATION AND SPECIAL TERMS AND CONDITIONS OF CONTRACT(VOLUME-III) OF TENDER**
- 2.15 EXTRA WORKS: Not applicable for this tender**
- 2.16 SUPPLEMENTARY ITEMS: Not applicable for this tender**
- 2.17 PRICE VARIATION CLAUSE: Not applicable for this tender**
- 2.18 INSURANCE:**
- i) BHEL / their customer shall arrange for insuring the materials / properties of BHEL/customer covering risks during transit.
 - ii) It is the sole responsibility of the contractor to insure his workman against accident and injury while at work as required by relevant rules and to pay compensation, if any, to workmen as per workmen's compensation Act. Contractor shall insure his staff against accidents. The work will be carried out in a protected area and all the rules and regulations of the client / BHEL in the area of project which are in force from time to time, will have to be followed by the contractor.
 - iii) If due to negligence and /or non-observations of safety and other precautions, any accident / injury occurs to any other person/public, the Contractor shall have to pay necessary compensation and other expenses, if so decided by the appropriate authorities. Third party insurance coverage is to be made by the contractor.
 - iv) If due to contractor's carelessness, negligence or non-observance of safety precautions damage to BHEL's /Customer's property and personnel should occur, and if BHEL is unable to recover, in full, cost from the Insurance Company, the balance will be recovered from the Contractor.
- 2.19 STRIKES & LOCKOUTS:**
- The contractor will be fully responsible for all the disputes and other issues connected with his labour. In the event of the contractor's labour resorting to strike or the lockout declared is not settled within a period of one week BHEL shall have the right to get the work executed employing their own labour or through any other agencies or both and the cost so incurred by BHEL, shall be deducted from the contractor's bills as per 'Rights of BHEL'. For all purposes whatsoever, the employees of the contractor shall not be deemed to be in the employment of BHEL.

2.20 FORCE MAJEURE:

- i) The following shall amount to Force Majeure :
Acts of God, Acts of any Government, war, sabotage, riots, civil commotion, police action, revolution, flood, fire, cyclones, earthquake and epidemic and other similar causes over which the contractor has no control.
- ii) If the contractor suffers delay in the due execution of the contractual obligation due to delays caused by Force Majeure as defined above, the agreed time of completion of the job covered by this contract or the obligations of the Contractor shall be extended by a period of time equal to the period of delay provided that on the occurrence of any such contingency the Contractor immediately reports to BHEL in writing the causes of delay and the contractor shall not be eligible for any compensation.

2.21 ARBITRATION & CONCILIATION:**i) ARBITRATION:**

Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 18.2 herein below or otherwise) 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 (hereinafter referred to as the 'Dispute'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. The arbitration shall be conducted by a sole arbitrator to be appointed by the Head of the BHEL Power Sector Region issuing the Contract within 60 days of receipt of the complete Notice. The language of arbitration shall be English.

The Arbitrator shall pass a reasoned award.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Kolkata (the place from where the contract is Issued). The Contract shall be governed by and be construed as per provisions of the laws of India. Subject to this provision 18.1.1 regarding ARBITRATION, the principal civil court exercising ordinary civil jurisdiction over the area where the seat of arbitration is located shall have exclusive jurisdiction over any DISPUTE to the exclusion of any other court.

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 commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time.

The cost of arbitration shall initially be borne equally by the Parties subject to the final allocation thereof as per the award/order passed by the Arbitrator.

Notwithstanding the existence of 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 unless the dispute inter-alia relates to cancellation, termination or short-closure of the Contract by BHEL.

ii) CONCILIATION:

If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation effect, interpretation or breach of the agreement, contract), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.

2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Procedure 2.3 to this GCC (as available in www.bhel.com). The Procedure 2.3 together with its Formats (as available in www.bhel.com) will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this GCC.

The Contractor hereby agrees that BHEL may make any amendments or modifications to the provisions stipulated in the Procedure 2.3 (as available in www.bhel.com) to this GCC from time to time and confirms that it shall be bound by such amended or modified provisions of the Procedure 2.3 (as available in www.bhel.com) with effect from the date as intimated by BHEL to it.

2.22 RETENTION AMOUNT: AS PER SPECIAL TERMS AND CONDITIONS OF CONTRACT; VOLUME-II OF TENDER.

2.23 PAYMENTS: As per TECHNICAL SPECIFICATION AND SPECIAL TERMS AND CONDITIONS OF CONTRACT(STC)

2.24 PERFORMANCE GUARANTEE FOR WORKMANSHIP:

Even though the work will be carried out under the supervision of BHEL Engineers the Contractor will be responsible for the quality of the workmanship and shall guarantee the work done for a period of **06(SIX) MONTHS** from the date of calibration, for good workmanship and shall rectify free of cost all defects due to faulty calibration detected during this period. In the event of the Contractor failing to repair the defective works within the time specified by the Engineer, BHEL may proceed to undertake the repairs of such defective works at the Contractor's risk and cost, without prejudice to any other rights and recover the same from the Guarantee money.

2.25 CLOSING OF CONTRACTS : The Contract shall be considered completed and closed upon completion of all contractual obligations and settlement of Final Bill.

2.26 REVERSE AUCTION:AS PER NIT.

2.27 SUSPENSION OF BUSINESS DEALINGS: AS PER NIT.

2.28 OTHER ISSUES:Value of Non judicial Stamp Paper for Bank Guarantees and for Contract Agreement shall be not less than Rs 100/- unless otherwise required under relevant statutes.

In case of any conflict between the General and Special Conditions of Contract and Special Terms and Conditions of Contract, provisions contained in the Special Terms and Conditions of Contract shall prevail. Unless otherwise specified in NIT, offers from consortium/JVs shall not be considered.

2.29 CONSEQUENCE OF CANCELLATION:

Whenever BHEL exercises its authority to terminate the contract/withdrew a portion of work under the clause 2.8 they may complete the work by any means at the contractor's risk and expenses provided that in the event of the cost of completion (as certified by the site Engineer which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL and that if the cost of completion exceeds the money due to the contractor under the contract, the contractor shall either pay the excess amount ordered by

BHEL or the same shall be recovered from the contractor by any other means. This will be in addition to the forfeiture of Security Deposit and recovery of liquidated damages as per relevant clauses.

In case BHEL completes the work under the provision of this condition, the cost of such completion to be taken into account in determining the excess cost to be charged to the contractor under this condition, shall consist of materials purchased and / or labour, provided by BHEL with an addition of such percentage to cover supervision and establishment charges as may be decided by BHEL.

2.30 NO INTEREST PAYABLE TO CONTRACTOR:

Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills or the Final Bill, or any amount withheld and/or appropriated by BHEL etc., which becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.

SECTION-III: SPECIAL CONDITIONS OF CONTRACT

3.1 QUANTUM OF WORK:

3.1.1 The scope of work given in the tender specification is only approximate and is liable to variation and alternation at the discretion of BHEL Resident Engineer. No compensation on this account shall be payable to the contractor unless specifically recommended by BHEL Resident Engineer as the variation forming major additions to the original scope of work. All repair / rectification work arising out of normal wear and tear, seizure of parts etc. have to be done by the contractor and the same will be covered by the scope of work of the contract.

3.1.2 The scope of work details out the major activities only. However, as per the general maintenance requirement and site condition, certain related activities may have to be carried out without any extra cost.

3.2 COMMENCEMENT AND COMPLETION OF WORK:

3.2.1 The starting time and completion time is the essence of the tender. As the time bound programme is firmly committed to customer, the starting time and completion time should be strictly adhered to. It will be not be possible to grant extension in completion time except in extraordinary circumstance, which will be decided entirely at the discretion of BHEL Resident Engineer. Work should normally be carried out in two shifts and sometimes also in three shifts in consultation with BHEL Resident Engineer.

A detailed programme of the various activities covered under this contract with specific time period to fall in the overall frame work of the above dates should be prepared and got approved by BHEL Resident Engineer. The progress against this programme shall be reviewed with BHEL Resident Engineer at the end of each day and critical areas identified and suitable steps taken in time.

If during the review, at any stage of overhauling, BHEL Resident Engineer feels that the delays are not likely to be made up, BHEL reserves the right to take corrective steps as considered necessary by BHEL Resident Engineer to complete work in scheduled time and debit the cost incurred thereon to the contractor. This does not however absolve the contractor of his own efforts in consultation with BHEL Resident Engineer. Every endeavour will be made to see that work proceeds uninterruptedly.

3.2.2 The tenderers should indicate the time required for starting the work once the letter of intent is issued and the time required for completion. The work may have to commence immediately after opening of the tenders. Hence, preference may be given to those tenderers who can commence the work earlier, and also ensure early completion.

3.2.3 The Contractor shall ensure completion of the job in all respects within the day from the date of commencement of work as given in contract.

3.3 PENALTY FOR DELAY: As per TECHNICAL SPECIFICATION AND SPECIAL TERMS AND CONDITIONS OF CONTRACT(STC)

3.4 TERMS OF PAYMENT: As per TECHNICAL SPECIFICATION AND SPECIAL TERMS AND CONDITIONS OF CONTRACT(STC)

3.5 INSPECTION AND COMPLETION:

The work being carried out by the contractor will be supervised and inspected by our Site Engineers under the overall supervision of BHEL Resident Engineer.

- i. The work will be deemed as complete when it is finally accepted by BHEL Resident Engineer and job completion certificate is issued. No extra payment will be made for any rework carried out by the contractor to rectify any defective work.
- ii. The contractor shall not be entitled for labour idling charges under any circumstances.

3.6 TOOLS, TACKLES, TEST EQUIPMENTS & CONSUMABLES:

- i. All tools and tackles and consumables required for day-to-day work like gas and gas cutting sets with accessories, AC/DC welding sets, TIG welding kits, welding cables, electrodes, all necessary power connection at his own cost. However, in case of emergency, BHEL may supply certain items if available, to contractor at actual cost plus handling charges, These will be deducted from contractors' running bills, testing equipment for conducting various tests, during the progress of overhauling / recommissioning shall have to be provided by the contractor. Spare parts going into permanent installation shall only be provided by BHEL.

3.7 ACCOMMODATION FOR SITE STAFF AND STORE SPACE:

Contractor has to arrange for the stores and office at site ; space for the same shall be made available as per the availability at site. The contractor shall be responsible to provide all necessary facilities like residential accommodation with sanitary facilities, transport, electricity, water, medical bonus etc. as required under various labour laws and statutory rules and regulations framed thereunder to the personnel employed by him.

3.8 RESPONSIBILITIES OF THE CONTRACTOR:**SUPERVISORY STAFF AND LABOUR:**

The contractor shall employ, specially skilled labour, supervisor and engineers thoroughly conversant with particular type of work to ensure quality work. BHEL reserves the right to decide on the suitability of the workers and other staff employed by the contractor. BHEL reserves the right to insist on removal of any employees of the contractor at any time if they find him unsuitable and the contractor should forthwith remove him.

3.9 PLANNING AND EXECUTION:

Contractor shall submit a job planning in form of Bar Chart or PERT Chart. A List of manpower category wise, indicating individuals responsibility job activity wise , shall have to be submitted. Daily programme of job shall be displayed on board near work site on day in advance. A daily progress report along with Manpower utilities has to be submitted and backlog of the work, if any, shall be covered up in consultation with BHEL Resident Engineer.

3.10 SAFETY AND ACCIDENT COVERAGE:

Contractor shall ensure safety of all his employees at site of work. All employees shall be covered by insurance (workmen compensation) against accident, failing which proper action will be taken against the contractor.

Contractor shall ensure proper safety of the equipments under overhauling by deputing personnel to guard the equipments round the clock. Open oil spaces, steam spaces shall be covered properly against ingress of foreign materials while working.

- i. Before commencing the work, contractor shall submit a 'SAFETY PLAN' to the authorised BHEL official. The 'Safety Plan' shall indicate in detail the measures that would be taken by the contractor to ensure safety of men, equipment, material and environment during execution of the work. The plan shall take care to satisfy all requirements specified here under. The contractor shall submit safety plan along with his offer. During negotiations before placing or work order and during execution of the contract, BHEL shall have right to review and suggest modifications in the safety Plan. Contractor shall abide by BHEL decision in this respect.
- ii. The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per direction of BHEL or it's authorised officials to prevent loss of human lives, injuries to personnel engaged, and damage to property and environment.
- iii. The contractor shall provide to it's work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorised BHEL officials :
 - a. Safety Helmets conforming to IS-2925 : 1984
 - b. Safety Belts confirming to IS – 3521 : 1983
 - c. Safety shoes conforming to IS-1989 : 1978

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- d. Eye & Face Protection devices conforming to IS-8520 : 1987 and IS-8940 : 1978
- e. Hand & body protection devices conforming to :
- IS – 2573 : 1975
 - IS – 6994 : 1973
 - IS – 8807 : 1973
 - IS – 8513 : 1977
- ii. All tools, tackles, lifting appliances, material handling equipment, scaffolds, cradles, safety nets, ladders, equipment etc. used by the contractor shall be of safe design and construction. These shall be tested and certificate of fitness obtained before putting them to use and from time to time as instructed by authorised BHEL official who shall have the right to ban the use of any item.
- iii. All electrical equipment, connections and wiring for construction power, its distribution and use shall conform to the requirements of Indian Electricity Act & Rules. Only electricians licensed by the appropriate statutory authority shall be employed by the contractor to carry out all types of electrical works. All electrical appliance including portable electrical tools used by the contractor shall have safe plugging system to source of power and be appropriately earthed..
- iv. The contractor shall not use any hand – lamp energised by electric power with supply voltage of more than 24 volts. For work in confined spaces, lighting shall be arranged with power source not more than 24 volts.
- v. The contractor shall adopt all fire safety measures as laid down in the “Code for Fire Safety at Construction Sites” issued by the safety Department of the Construction Management (HQ) of BHEL and as per directions of the authorised BHEL official. A copy of the above referred “Code for Fire Safety at Construction Sites” shall be made available by BHEL to the contractor for reference, on demand by the contractor, during tendering stage itself.
- vi. Where it becomes necessary to provide and / or store petroleum products, explosives, chemicals, and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall be responsible for carrying out such provisions and / or storage in accordance with the rules and regulations laid down in the relevant government acts, such as Petroleum Act, Explosives Act, Petroleum & Carbides of Calcium Manual of the Chief Controller of Explosives, Govt. of India, etc. Prior approval of the authorised BHEL official at the site shall also be taken by the contractor in all such matters.
- vii. The contractor shall arrange at his cost (wherever not specified) appropriate illumination at all work spots for safe working, when natural daylight may not be adequate for clear visibility.
- viii. The contractor shall be held responsible for any violation of statutory regulations (local, state or central) and BHEL instructions, that may endanger safety of men, equipment, material and environment in his scope of work or another contractor’s or agency’s Cost of damage if any, to life and property arising out of such violation of statutory regulations and BHEL instructions shall be borne by the contractor.
- ix. 3.10.3.11 In case of a fatal or disabling injury, accident to any person at construction site due to lapses by the contractor, the victim and / or his / her dependents shall be compensated by the contractor as per statutory requirements. However, if considered necessary, BHEL shall have the right to impose appropriate financial penalty on the contractor and recover the same from payments due to the contractor for suitably compensating the victim and / or his/her dependents. Before imposing any such penalty, appropriate enquiry shall be held by BHEL giving opportunity to the contractor to present his case.
- x. In case of any damage to property due to lapses by the contractor, BHEL shall have the right to recover cost of such damages from payments due to the contractor after holding an appropriate enquiry.
- xi. In case of any delay in the completion of a job due to mishaps attributable to lapses by the contractor, BHEL shall have right to recover cost of such delay from payments due to the contractor, after notifying the contractor suitably and giving him opportunity to present his case.
- xii. If the contractor fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given a reasonable opportunity to do so, and/or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorised BHEL official, BHEL shall have the right to take corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by BHEL.
- xiii. The contractor shall submit report of the accidents, fires and property damage, dangerous occurrences, to the authorised BHEL official immediately after such occurrence, but in any case not later than twelve hours of the occurrence. Such reports shall be furnished in the manner prescribed by BHEL. In addition, periodic reports on safety shall also be submitted by the contractor to the authorised BHEL official from time to time as prescribed.
- xiv. Before commencing the work, the contractor shall appoint / nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of BHEL.

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- xv. If safety record of the contractor in execution of the awarded job is to the satisfaction of safety Department of BHEL, issue of an appropriate certificate to recognise the safety performance of the contractor may be considered by BHEL after completion of the jobs.
- 3.11 **HOUSEKEEPING AND PRESERVATION:**
Work floor/area shall be cleaned every day and be kept absolutely clean. A regular cleaning gang may be engaged for the purpose.
All dismantled components of the equipments under overhauling should be tag marked and stored properly according to type of components, namely all loose/small parts shall be kept in boxes bearing and matching components shall be kept on wooden planks. A list of such components shall be maintained to identify / locate be preserved properly against probable damages.
No floor shall be damaged while working and necessary steps shall be taken by the contractor for repair in case of any damage.
- 3.12 **TOOLS , STORES AND CONSUMABLES:**
Tools & tackles, other than special tools and tackles supplied along with the equipments, shall be arranged and kept properly by the contractor. A register must be maintained and updated regularly.
All consumables, other than those going permanently into the equipment, shall be stored by the contractor for daily use. Regular check shall be made at end of each day's work and exhausted consumables shall be replenished immediately. The store may be visited by BHEL Engineers without notice for verification.
The contractor shall make all necessary arrangement to receive spares from BHEL/ Customer's stores , as and when required. The unused and scrap materials shall be returned to BHEL / Customer's stores on completion of the work.
A detailed account shall be submitted by the contractor to this effect at the end of the work certifying no dues remained against them duly signed by Resident Engineer BHEL/ Customer.
- 3.14 **GENERAL:**
Standard printed conditions if enclosed with the offer by the tenderers will not be accepted and only those in main body of the offer will be considered for acceptance.
The tenders are likely to be rejected if the tendered is not acceptable to the ultimate customer.
It will be the responsibility of the contractor to carry out trial run of all the equipments overhauled and confirm the satisfactory operation of equipment. The contractor's personnel shall also be present at time of final commissioning and attend to any defects that shall occur during this time.

VOLUME-III:
TECHNICAL SPECIFICATIONS AND SPECIAL TERMS AND
CONDITIONS OF CONTRACT (STC)

<p>1. <u>SCOPE OF JOB:</u> RATE CONTRACT FOR CARRYING OUT CALIBRATION, PREPARATION AND SUBMISSION OF NABL ACCREDITED CALIBRATION CERTIFICATES OF PRESSURE TRANSMITTERS / DIFFERENTIAL PRESSURE TRANSMITTERS) OF VARIOUS RANGES FOR TWO YEARS.</p>		
<p>2. <u>Broad Scope of work:</u></p> <p>a) <u>Main Scope: ON-SITE CALIBRATION-</u></p> <p>(i) Calibration of minimum 90 no. of Pressure Transmitters(PT)/ Differential Pressure Transmitters(DPT) per site at BHEL-PSER sites. Site means BHEL-PSER's project sites in India including BHEL-PSER HQ(Kolkata).</p> <p>(ii) Preparation and submission of NABL calibration certificates for the pressure sensors after calibration. There will be at least three sites in a year for calibration of pressure sensors.</p> <p>b) <u>Optional scope: LABORATORY CALIBRATION</u></p> <p>(i) There shall be no bar on minimum no. of quantity for calibration of pressure sensors at NABL accredited permanent laboratory/set-up of the successful bidder. In case BHEL needs calibration of pressure sensors as per demand of its project/customer, NABL accredited permanent laboratory/set up of the successful bidder will have to perform calibration works and provide calibration certificates with NABL logo. Cost of transportation of sensors from site to lab and after calibration from lab to site in such case shall be borne by BHEL. Waybill (if required) to be arranged by BHEL. Transit Insurance shall be borne by BHEL. Instrument BG of 5% of contract value of individual confirmatory order to be submitted by successful vendor before handover of items to vendor at vendor's laboratory. Validity of the BG shall be as per GCC of tender.</p>		
<p><u>Detailed scope of work and technical specifications/requirements:</u></p>		
Sr. No.	Description	Bidder's Reply/comment
3.1	Calibration laboratory shall conform to ISO/IEC 17025:2005 or latest version in all practices while performing calibration activities. Successful bidder has to submit calibration procedure to BHEL & get it approved by BHEL prior to carrying out the same.	
3.2	There will be minimum 90 no. of Pressure Transmitters(PT)/ Differential Pressure Transmitters(DPT) of various ranges as per Annexure-I for on-site calibration. However, there shall be no bar on minimum no. of quantity for calibration of PT/DPT at permanent laboratory/set-up of the 'successful bidder'.	
3.3	Calibration points shall be of five points as per enclosed format in Annexure-II of technical specification. Calibration is to be carried out by comparison method using suitable pressure calibrator with positive-pressure/vacuum pump of reputed company.	
3.4	Accuracy class of PT and DPT under calibration shall be of 0.1 % and 0.05% of span (1 to 5 Volt) respectively. NABL accreditation in support of calibration and measurement capability (CMC) for on-site calibration must be submitted by the bidder.	
3.5	All PT and DPT shall be checked and adjusted by calibration laboratory/successful bidder for lower range (equivalent output voltage of 1V) and upper range (equivalent output voltage of 5V) before start of calibration by using smart type HART communicator.	
3.6	Calibration works at site will be done in the presence of BHEL-Representative and if required, be witnessed by customer of BHEL. MOM to be made after completion of job.	
3.7	Duly signed copy of Raw data/reading taken for calibration of sensors shall be submitted to BHEL-representative at site.	
3.8	Sticker of calibration should be duly signed and affixed on the calibrated instrument by the responsible representative of the calibration laboratory/successful bidder. Sticker should have serial number, range, calibration date and calibration due date of "instrument under calibration" and NABL logo. Ink used on the sticker shall be of good quality so that it could last till the due date of calibration.	

3.9	Calibration report should include the identification of the calibration equipment and instruments, a description of the calibration process, a statement of uncertainty of the measuring standard and a tabulation of the recorded calibration data. Report should be signed by a responsible representative of the calibration laboratory.	
3.10	CALIBRATION VALIDITY PERIOD: Minimum one year from the date of completion of calibration should be given by the successful bidder. The same should be categorically mentioned in the calibration certificate submitted by vendor.	
3.11	In case BHEL needs calibration of pressure sensors as per demand of its project/customer, NABL accredited permanent laboratory/set up of the successful bidder will have to perform calibration works and provide calibration certificates with NABL logo. Cost of transportation of sensors from site to lab and after calibration from lab to site in such case shall be borne by BHEL. Waybill (if required) to be arranged by vendor. Transit Insurance shall be borne by BHEL.	
3.12	At any point of time during on-site calibration, if the calibration job has to be stopped due to any reason attributable to the vendor (successful bidder), the vendor will arrange for completion of remaining job at their own cost within stipulated time as per requirement of BHEL.	
3.13	Successful bidder shall arrange all the state of the art instruments with latest technology and digital operation. All applicable instruments needed for calibration shall be in the scope of successful bidder. Valid calibration certificates of masters/Standards/instruments/equipment shall have traceability to NABL/NIST/NPL. These certificates need to be submitted before start of calibration at site on each occasion. Insurance for bidder's Manpower, T&P, Equipment/Machineries/Instruments, Test kits, Consumables etc. shall be on Successful bidders account.	
3.14	As the output is required in terms of Volt (1-5V), the output has to be taken across 250ohm resistance (of tolerance 0.01%) in the calibration circuit/loop. Successful bidder has to arrange for such resistance(at least 05 Nos for each site).	
3.15	Successful bidder will have to arrange their own incoming / outgoing road permit for to and fro transportation of all equipment/machineries/instruments, T&Ps, materials, consumables etc. required for the work and necessary entry & exit gate pass for the same to the work spot and return.	
3.16	Rate of calibration per sensor for main item shall be valid for on-site calibration at BHEL-PSER sites anywhere in India including BHEL-PSER Head-Quarter (Kolkata).	
3.17	Rate per sensor shall be inclusive of all expenditure to be incurred towards travelling charges, local conveyance, boarding lodging charges for at least two calibration experts and irrespective of carrying out the calibration works on Sundays/Holidays and extra hours. Bidder shall quote 'LUMP SUM AND FIRM PRICE INCLUDING ALL TAXES & DUTIES, BUT EXCLUDING GST & BOCW CESS' as per Sl.No.1 of VOLUME-IV: PRICE SCHEDULE (SCH-I): TOTAL PRICE: MAIN ITEMS. Applicable taxes shall be paid extra. Price for Optional item shall not be considered for evaluation.	
3.18	Arrangements of to&fro travelling tickets for calibration experts/team(minimum two persons) between place of origin and place of onsite calibration works under BHEL-PSER, Kolkata will be in the scope of the calibration laboratory/successful bidder.	
3.19	Boarding&Lodging and local conveyance for calibration experts/team (minimum two persons) at site will be in the scope of the calibration laboratory/successful bidder..	
3.20	All works quality, safety regulations and general technical guide lines as stipulated in the relevant documents shall be maintained by the calibration laboratory/Successful bidder. Successful bidder will have to follow & ensure Safety norms and utmost care of all machineries/equipment and manpower of BHEL/Customer during execution of job. Any damage caused due to negligence of bidder, the cost and responsibility shall be borne by successful bidder and BHEL/Customer will not be responsible for any such negligence. Safety precautions should be strictly adhered to, in line with tender conditions and annexure of HSE & OHSAS of tender. Failure to comply any safety norms shall attract	

	penalty as per provision of tender.	
3.21	All above mentioned technical specifications/ scope of works must be acceptable to the bidders. Any non-compliance will lead to disqualification of the bidder from participating in this tender process.	

ANNEXURE-I**Tentative list of PT and DPT for on-site calibration per site**

Sr. No.	Description	Accuracy requirement	Qty. (No.)
1	DP transmitter (0-2.5 Kg/cm ² or 0-1 Kg/cm ²)	0.05%	15
2	Pressure transmitter (0-350 Kg/cm ² or 0-250 Kg/cm ²) : Absolute or Gauge type	0.10%	10
3	Pressure transmitter (0-100 Kg/cm ² or 0-60 Kg/cm ² or 0-40 Kg/cm ²) : Absolute or Gauge type	0.10%	15
4	Pressure transmitter (0-25 Kg/cm ²) : Gauge type	0.10%	12
5	Pressure transmitter (0-10 Kg/cm ² or 0-04 Kg/cm ² or 0-06 Kg/cm ²): Absolute or Gauge type	0.10%	18
6	Pressure Transmitter (0-780mmHg/ 0 to 1 Kg/cm ²): Absolute Type Minimum required on-site/lab calibration spots: 0.06, 0.1, 0.25, 0.50, 1.0 Kg/cm ² (Absolute) or equivalent(mmHg or bar or mbar)	0.10%	20

ANNEXURE-II**Sample format for calibration data to be recorded in final calibration certificate for Pressure Transmitters/
Differential Pressure Transmitters****CALIBRATION DATA**

SR. NO.	APPLIED STANDARD PRESSURE	PRESSURE TRANSMITTER OUTPUT(UUC)					MEASUREMENT UNCERTAINTY		COVER AGE FACTOR (K)
		EQUIVALENT READING	TEST READING UUC (INCREASING)	TEST READING UUC (DECREASING)	TEST READING UUC (MEAN)	DEVIATION ALLOWED	EXPANDED UNCERTAINTY	EXPANDED UNCERTAINTY	
	(KG/CM ²)	VOLT	VOLT	VOLT	VOLT	VOLT	VOLT	(KG/CM ²)	
1									
2									
3									
4									
5									

4. Special Terms and Conditions:

4.1	<u>NABL Sticker/Logo:</u> Duly signed NABL stickers/ logo must be affixed by the responsible representative of the calibration laboratory/successful bidder with good quality adhesive on all calibrated instruments. Sticker/logo should have serial no., range, calibration date and calibration due date of 'Instrument under calibration'	
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4.2	<p><u>Declaration:</u></p> <p>a) Suitably stamped and signed certificate of declaration mentioning list of serial numbers of all sensors/instruments for which calibration done on site.</p> <p>b) In case there is no mention of Differential pressure transmitter(DPT) in the submitted NABL scope of accreditation, bidder has to submit an undertaking that calibration certificates with NABL logo for Differential pressure transmitters will be provided after calibration of such sensors.</p>	
4.3	<p><u>Inspection:</u></p> <ul style="list-style-type: none"> • To check/verify the calibration Certificate etc. as per technical specifications at BHEL HQ. • If BHEL feels that calibration certificate of any sensor/instrument needs correction as per technical specifications, the calibration laboratory/successful bidder will have to make the necessary amendment and furnish fresh calibration certificate. 	
4.4	<p><u>CONSIGNEE ADDRESS FOR DELIVERY OF CALIBRATION CERTIFICATES:</u> Calibration certificates in booklet form shall be delivered to:</p> <p>AGM/Technical services, BHEL-PSER (HQ), BHEL BHAWAN, DJ-9/1, SECTOR-II, SALT-LAKE CITY, KOLKATA-91.</p>	
4.5	<p><u>Mobilization schedule:</u></p> <ul style="list-style-type: none"> • The successful bidder has to mobilize the calibration experts/team (minimum two persons) along with testing machines/equipment/instruments/T&P at site within fifteen days from the date of written intimation placed by BHEL. Calibration team along with testing machines/equipment/instruments/T&P should be deputed at site simultaneously and not in fractured manner. • Failure to mobilize within stipulated mobilization schedule shall attract penalty as per Penalty Clause. 	
4.6	<p><u>Completion period:</u></p> <p>i) <u>MAIN ITEM:</u></p> <p>a) <u>Calibration of sensors at site:</u> Calibration job to be completed within <u>15 (FIFTEEN) DAYS</u> from the date of arrival of calibration team at site.</p> <p>b) <u>Submission of calibration certificate for sensors calibrated at site:</u> Calibration certificates completed in all respects as per technical specification with NABL accreditation must be received at BHEL-PSER, Kolkata office within <u>21(TWENTY-ONE) DAYS</u> from the date of leaving site by calibration experts. NABL logo should be affixed or displayed on the calibration certificates of all the calibrated sensors.</p> <p>ii) <u>OPTIONAL ITEM:</u> <u>Dispatch of calibrated sensors along with submission of calibration certificates after calibration at vendor's laboratory:</u> Calibrated sensors along with calibration certificates to be dispatched within <u>21(TWENTY-ONE) DAYS</u> from the date of submission of the instruments.</p> <ul style="list-style-type: none"> • Failure to complete the work and to delivery of the calibration certificates within stipulated completion period shall attract penalty as per Penalty Clause. 	
4.7	The bidder should submit technical compliance sheet w.r.t BHEL specification in tabular format.	
4.8	NABL accredited On-site calibration and laboratory services being provided by the bidder must be confirmed by NABL or available in website of the bidder.	
4.9	A catalogue containing technical information w.r.t NABL accredited on-site and	

	laboratory calibration service is to be submitted by the bidder during bid-submission.	
4.10	BHEL has the right to visit the premises of the bidder at any stage of bidding to judge the Capability of the bidder.	
4.11	<p><u>TERMS OF PAYMENT:</u> <u>MAIN and OPTIONAL ITEM:</u></p> <p>(i) 90% payment of gross billed value excluding GST and BOCW Cess, as applicable shall be payable on completion of job within 30 days on receipt of GST invoice/bills against successful completion of job duly certified by BHEL along with receipt of valid calibration certificates duly certified by BHEL and submission of bank guarantee as per order.</p> <p>(ii) Balance 10% payment of gross billed value along with 100% GST shall be payable subject to fulfillment of the followings:</p> <ol style="list-style-type: none"> i. Confirmation of full GST Credit to BHEL. ii. Vendor declaring GST Invoice in his GSTR-1. iii. Confirmation of payment of GST thereon by vendor on GSTN Portal. iv. Above is subject to receipt of goods/service and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL. GST along with any Interest if levied thereon for reasons elaborated in Tax clause of the tender which is not attributable to BHEL will be recovered from the Final Payment / Retention. <p>Additional SD amount of 5% as per GCC of gross billed amount shall be collected from invoice prior to payment for the individual order and shall be kept valid till expiry of calibration validity of the last calibrated item of the order/lot. No pro-rata payment shall be released in this regard. For release of this 5% shall be done by BHEL on certification of satisfactory performance of the calibrated sensor duly certified by BHEL after completion the calibration period of all the items of the lot.</p> <p>Paying Authority: HEAD/FINANCE BHEL-PSER, KOLKATA. Non receipt of progressive payment from BHEL due to any reasons should not be a constraint for the smooth execution of the job at site. The bidder should make all out efforts to provide all inputs in consultation with BHEL for completing the job in the specified time frame. No advance shall be paid. Payment shall be made in INR only. All payment due to the contractor shall be paid through Account Payee Cheque/RTGS only. Successful bidder shall have to submit the requisite details in RTGS format.</p>	
4.12	<u>PVC, ORC & rate revision</u> : Not Applicable	
4.13	<p><u>LIQUIDATED DAMAGE (LD)/PENALTY:</u> Time is the essence of contract and to be strictly adhered to by the bidder.</p> <p><u>i) MAIN ITEM:</u></p> <p><u>a) Penalty for Delay in Mobilization:</u> Subject to force majeure, in the event of failure to mobilize within the stipulated time as defined in mobilization schedule, an amount equal to 0.5% [half percent] of the executed value** per day subject to a maximum of 10% [ten percent] of the executed value** will be levied as penalty. In case of LD, applicable GST shall also be recovered from the vendor.</p> <p><u>b) Penalty for Delay in calibration of sensors to be calibrated at site:</u> Subject to force majeure, if vendor fails to complete the job as per aforesaid completion/delivery period, BHEL shall have the right to recover as liquidated damages (LD) a sum equivalent to 0.5 % of the executed value** of individual order for delay of each week or part thereof. The liability for delay shall not in any case exceed 10 % (ten percent) of the executed value** of individual order. For this purpose, the period of delay shall be the delay attributable to vendor for completion of job as per contract. In case of LD, applicable GST shall also be</p>	

	<p>recovered from the vendor.</p> <p>c) <u>Penalty for delay in submission of calibration certificate:</u> Subject to force majeure, If vendor fails to complete the job as per aforesaid completion/delivery period, BHEL shall have the right to recover as liquidated damages (LD) a sum equivalent to 0.5 % of the executed individual order value for delay of each week or part thereof. The liability for delay shall not in any case exceed 10 % (ten percent) of the executed value** of individual order. For this purpose, the period of delay shall be the delay attributable to vendor for completion of job as per contract. In case of LD, applicable GST shall also be recovered from the vendor.</p> <p>However, the maximum penalty cumulatively on account of above delay on account of reasons mentioned above for sensors calibrated at site shall be limited to 10% [ten percent] of executed value** of individual order.</p> <p>ii) <u>OPTIONAL ITEM:</u></p> <p>d) <u>Penalty for delay in Dispatch of calibrated sensors along with submission of calibration certificates after calibration at vendor's laboratory:</u> Subject to force majeure, If vendor fails to complete the job as per aforesaid completion/delivery period, BHEL shall have the right to recover as liquidated damages (LD) a sum equivalent to 0.5 % of the executed value** of individual order for delay of each week or part thereof. The liability for delay shall not in any case exceed 10% (ten percent) of the executed value** of the individual order. For this purpose, the period of delay shall be the delay attributable to vendor for completion of job as per contract. In case of LD, applicable GST shall also be recovered from the vendor.</p> <p>**Note: 'Executed value' for the purpose of calculation of penalty for delay means the total calibration charges of sensors for which calibration has been executed.</p>	
4.14	<p><u>TAXES & DUTIES:</u></p> <p>a) All taxes excluding GST with applicable cess & BOCW Cess (mentioned elsewhere in the Tender) but including, Charges, Royalties, any State or Central Levy and other Taxes for materials if any obtained for the work and for the execution of the contract shall be borne by the bidder and shall not be payable extra by BHEL.</p> <p>b) Any increase in the above at any stage during execution including extension of the contract, if any, shall have to be borne by the contractor. Quoted/ accepted rates/ price shall be inclusive of all such requirements.</p> <p>c) GST with applicable Cess, legally leviable & payable by the successful bidder as per GST Law, shall be paid extra by BHEL. Hence, Bidder shall not include GST with applicable Cess in their quoted price.</p> <p>d) The successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work.</p> <p>e) Since GST on output will be paid by BHEL separately as enumerated above, bidder's quoted rates/ price should be after considering the Input Credit under GST law at their end.</p> <p>f) TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.</p> <p>g) TDS under GST shall be deducted at applicable rates on gross invoice value from the running bills.</p> <p>h) Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred there under) wherein the 'Bill To' details shall be as per following.</p>	

- a) BHEL GSTN- As attached for respective site where job is carried out.
 b) NAME- BHARAT HEAVY ELECTRICALS LIMITED
 c) ADDRESS- Shall be intimated later.
- i) Bidder to intimate immediately on the day of removal of Goods (in case of any supply of goods) to BHEL along with all relevant details and a scanned copy of Tax Invoice through following communication mode for enabling BHEL to meet its GST related compliances
 Portal Address - Shall be intimated later.
 And
 Email Address- Shall be intimated later.
- j) In case of delay in submission of the abovementioned documents on the date of dispatch, BHEL may incur penalty /interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from the successful bidder, if such delay is attributable to the bidder.
- k) In case of raising any Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as referred to in Section 34 read with Section 31 of GST Act & Rules referred there under.
- l) Bidder shall comply with the Time limit prescribed under the GST Law and rules thereof for raising of the tax invoice. If any supply of goods is applicable, Bidder shall also ensure prompt delivery of Goods after dispatch.
- m) Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons attributable to the bidder, GST amount shall be recoverable from the bidder along with interest levied /leviable on BHEL, as the case may be.
- n) Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied /leviable on BHEL.
- o) Way Bill: Successful Bidder shall arrange way bill/ e-waybill for any transfer of goods for the execution of the contract. The Bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit/ Way Bill, if required, shall be arranged by the contractor and BHEL will not supply any Road Permit/ Way Bill for this purpose.
- p) Any new taxes & duties, if imposed subsequent to the due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extensions for which delay is not attributable to the bidder), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, bidder shall obtain prior approval from BHEL before depositing any such new taxes and duties. Benefits and/or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, introduced at a later date.

GSTN CODE TABLE OF BHEL (STATE-WISE GST REGISTRATION NOS)

SL NO	STATE/ UT	GST REG NO
1	Andhra Pradesh	37AAACB4146P7Z8
2	Assam	18AAACB4146P1ZE
3	Bihar	10AAACB4146P1ZU
4	Chandigarh	04AAACB4146P1ZN

	5	Chattishgarh	22AAACB4146P1ZP		
	6	Daman & Diu	25AAACB4146P1ZJ		
	7	Delhi	07AAACB4146P1ZH		
	8	Gujarat	24AAACB4146P1ZL		
	9	Haryana	06AAACB4146P1ZJ		
	10	HP	02AAACB4146P1ZR		
	11	Jharkhand	20AAACB4146P5ZP		
	12	Karnataka	29AAACB4146P1ZB		
	13	Kerala	32AAACB4146P1ZO		
	14	Maharashtra	27AAACB4146P1ZF		
	15	MP	23AAACB4146P1ZN		
	16	Punjab	03AAACB4146P2ZO		
	17	Rajasthan	08AAACB4146P1ZF		
	18	Tamil Nadu	33AAACB4146P2ZL		
	19	Telangana	36AAACB4146P1ZG		
	20	Tripura	16AAACB4146P1ZI		
	21	UP	09AAACB4146P2ZC		
	22	Uttarakhand	05AAACB4146P1ZL		
	23	West Bangal	19AAACB4146P1ZC		
	24	Mizoram	15AAACB4146P1ZK		
	25	Orissa	21AAACB4146P1ZR		
	26	Arunachal Pradesh	12AAACB4146P1ZQ		
4.15	Placement of order:				
	Individual order shall be placed for respective site/project as and when required within the contract period.				
4.16	Contract period:				
	Rate contract shall be valid for maximum period of two years from date of RC. It shall be subject to termination in case of unsatisfactory services any time before expiry of two years. Unsatisfactory services means delay in deputation of calibration experts at site, degradation in quality of calibration services/works, delay in submission of calibration certificates etc.				

PRICE SCHEDULE (UNPRICED)**PLEASE REFER****E-PROCUREMENT PORTAL <https://bhel.abcprocure.com>**

<u>VOLUME-IV: PRICE SCHEDULE</u>				
<u>(SCH-II):PERCENTAGE BREAK UP OF TOTAL PRICE QUOTED IN (SCH-I):MAIN ITEMS</u>				
	JOB DESCRIPTION: "RATE CONTRACT FOR CARRYING OUT ON-SITE CALIBRATION, PREPARATION AND SUBMISSION OF NABL ACCREDITED CALIBRATION CERTIFICATES OF PRESSURE / DIFFERENTIAL PRESSURE TRANSMITTERS OF VARIOUS RANGES BY NABL ACCREDITED CALIBRATION LABORATORY FOR TWO YEARS.	UOM	QUANTITY	Allotted weightage of TOTAL PRICE/EVALUATION PRICE(as per SI.No.1 of SCH-I:TOTAL PRICE:MAIN ITEMS)
A1	On-site calibration of Pressure Transmitter (0-780mmHg/0 to 1 Kg/cm ²): Absolute type Minimum required on-site calibration spots: 0.06, 0.1, 0.25, 0.50, 1.0 Kg/cm ² (Absolute) or equivalent(mmHg or bar or mbar) as per technical specification and special terms and conditions of contract.	NUMBER	150	0.19108280
A2	On-site calibration of DP Transmitter (0-2.5 Kg/cm ² or 0-1 Kg/cm ²) as per technical specification and special terms and conditions of contract.	NUMBER	150	0.19108280
A3	On-site calibration of Pressure Transmitter (0-350 Kg/cm ² or 0-250 Kg/cm ²): Absolute or Gauge type	NUMBER	140	0.17834395
A4	On-site calibration of Pressure Transmitter (0-25 Kg/cm ²): Gauge type	NUMBER	90	0.11464968
A5	On-site calibration of Pressure Transmitter (0-100 Kg/cm ² or 0-60 Kg/cm ² or 0-40 Kg/cm ²): Absolute or Gauge type	NUMBER	120	0.15286624
A6	On-site calibration of Pressure Transmitter (0-10 Kg/cm ² or 0-6 Kg/cm ² or 0-4 Kg/cm ²): Absolute type or gauge type	NUMBER	135	0.17197453
A	TOTAL			1.00000000

PRICE SCHEDULE**PLEASE REFER****E-PROCUREMENT PORTAL <https://bhel.abcprocure.com>**

<u>VOLUME-IV: PRICE SCHEDULE</u>				
<u>(SCH-II):PERCENTAGE BREAK UP OF TOTAL PRICE QUOTED IN (SCH-I):MAIN ITEMS</u>				
	JOB DESCRIPTION: "RATE CONTRACT FOR CARRYING OUT ON-SITE CALIBRATION, PREPARATION AND SUBMISSION OF NABL ACCREDITED CALIBRATION CERTIFICATES OF PRESSURE / DIFFERENTIAL PRESSURE TRANSMITTERS OF VARIOUS RANGES BY NABL ACCREDITED CALIBRATION LABORATORY FOR TWO YEARS.	UOM	QUANTITY	Allotted weightage of TOTAL PRICE/EVALUATION PRICE(as per Sl.No.1 of SCH-I:TOTAL PRICE:MAIN ITEMS)
A1	On-site calibration of Pressure Transmitter (0-780mmHg/0 to 1 Kg/cm ²): Absolute type Minimum required on-site calibration spots: 0.06, 0.1, 0.25, 0.50, 1.0 Kg/cm ² (Absolute) or equivalent(mmHg or bar or mbar) as per technical specification and special terms and conditions of contract.	NUMBER	150	0.19108280
A2	On-site calibration of DP Transmitter (0-2.5 Kg/cm ² or 0-1 Kg/cm ²) as per technical specification and special terms and conditions of contract.	NUMBER	150	0.19108280
A3	On-site calibration of Pressure Transmitter (0-350 Kg/cm ² or 0-250 Kg/cm ²): Absolute or Gauge type	NUMBER	140	0.17834395
A4	On-site calibration of Pressure Transmitter (0-25 Kg/cm ²): Gauge type	NUMBER	90	0.11464968
A5	On-site calibration of Pressure Transmitter (0-100 Kg/cm ² or 0-60 Kg/cm ² or 0-40 Kg/cm ²): Absolute or Gauge type	NUMBER	120	0.15286624
A6	On-site calibration of Pressure Transmitter (0-10 Kg/cm ² or 0-6 Kg/cm ² or 0-4 Kg/cm ²): Absolute type or gauge type	NUMBER	135	0.17197453
A	TOTAL			1.00000000

FORMS AND PROCEDURES

F-01

PROFORMA OF BANK GUARANTEE (in lieu of PERFORMANCE/SECURITY DEPOSIT)

In consideration of the Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its Unit at Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700091 having agreed to exempt (Name of the Vendor / Contractor / Supplier) having its registered office at _____¹ (hereinafter called the said Contractor which term includes supplier), from demand under the terms and conditions of the Contract reference No. _____² dated _____² valued at Rs.....² (Rupees -----)² for <Nature of the Work>³ (hereinafter called the said Contract) of Security Deposit for the due fulfilment by the said contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. _____⁴ (Rupees _____ only), we _____ (indicate the name and address of the Bank) having its Head Office at _____ (address of the head Office) (hereinafter referred to as the Bank) at the request of _____ [Name of Contractor(s)] do hereby undertake to pay to the Employer an amount not exceeding Rs. _____ in the event of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Contract.

We, _____ (indicate the name of the Bank), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Employer. Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment. We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claim satisfied or discharged or till _____⁵ or till the office/Department/Division of Bharat Heavy Electricals Limited certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) and also including the satisfactory performance of the equipment during guarantee period and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____⁶, (3 months more than the present date of validity of Bank Guarantee) we shall be discharged from all the liability under this guarantee thereafter.

We, _____ (indicate the name of the Bank) further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said

contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

We,..... BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁷
- b) This Guarantee shall be valid up to⁸
- c) Unless the Bank is served a written claim or demand on or before _____⁹ (3 months more than the present date of validity of Bank Guarantee) all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____(indicate the name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts of at Kolkata only.

Date _____ Day of _____
for _____(indicate the name of the Bank)

(Signature of Authorised signatory)

¹ NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER .

² DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

³ PROJECT/SUPPLY DETAILS

⁴ BG AMOUNT IN FIGURES AND WORDS

⁵ VALIDITY DATE

⁶ DATE OF EXPIRY OF CLAIM PERIOD

⁷ BG AMOUNT IN FIGURES AND WORDS.

⁸ VALIDITY DATE

⁹ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 2/3 months after validity date.
2. In Case of Bank Guarantees submitted by Foreign Vendors-
 - a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch

where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)

b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.

b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.

b.4 The BG should clearly specify that the demand or other document can be presented in electronic form.

F-02**BANK GUARANTEE FOR PERFORMANCE SECURITY**

Bank Guarantee No:

Date:

To

NAME & ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at BHEL House, Siri Fort, Asiad, New Delhi – 110049 through its Unit at Bharat Heavy Electricals Limited, Power Sector Eastern Region, BHEL Bhawan, Plot No 9/1, DJ Block, Sector-II, Salt lake City, Kolkata – 700091 having awarded to (Name of the Vendor / Contractor / Supplier) having its registered office at _____¹ hereinafter referred to as the 'Contractor/Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated² valued at Rs.....² (Rupees -----)for <Nature of Work>³ (hereinafter called the 'Contract') and the Contractor having agreed to provide a Contract Performance Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

We,, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount Rs ----- (Rupees -----)⁴ without any demur, immediately on a demand from the Employer, .

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor/ Supplier in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the contractors/supplier shall have no claim against us for making such payment.

We thebank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

We BANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contractor/Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Contractor/Supplier and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor/Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall remain in force upto and including.....⁵ and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor/Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the⁶ (3 months more than the present date of validity of Bank Guarantee) we shall be discharged from all liabilities under this guarantee thereafter.

We, BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- d) The liability of the Bank under this Guarantee shall not exceed.....⁷
- e) This Guarantee shall be valid up to⁸
- f) Unless the Bank is served a written claim or demand on or before⁹ (3 months more than the present date of validity of Bank Guarantee) all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts of at Kolkata only.

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

¹ NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

² DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

³ PROJECT/SUPPLY DETAILS

⁴ BG AMOUNT IN FIGURES AND WORDS

⁵ VALIDITY DATE

⁶ DATE OF EXPIRY OF CLAIM PERIOD

⁷ BG AMOUNT IN FIGURES AND WORDS.

⁸ VALIDITY DATE

⁹ DATE OF EXPIRY OF CLAIM PERIOD

Note:

- i) Units are advised that expiry of claim period may be kept 2/3 months after validity date.
- ii) In Case of Bank Guarantees submitted by Foreign Vendors-
 - c. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
 - d. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)
 - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
 - b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
 - b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.
 - b.4 The BG should clearly specify that the demand or other document can be presented in electronic form.

LIST OF CONSORTIUM BANKS FOR BANK GUARANTEE

List of Consortium Banks *		
	Nationalised Banks	Nationalised Banks
1	Allahabad bank	19 Vijaya Bank
2	Andhra bank	Public Sector Banks
3	Bank of Baroda	20 IDBI
4	Canara Bank	Foreign banks
5	Corporation bank	21 CITI Bank N.A
6	Central bank	22 Deutsche Bank AG
7	Indian Bank	23 The Hongkong and Shanghai Banking Corporation Limited
8	Indian Oversea Bank	24 Standard Chartered Bank
9	Oriental bank of Commerce	25 J P Morgan
10	Punjab National Bank	
11	Punjab & Sindh Bank	Private banks
12	State Bank of India	26 Axis Bank
13	State Bank of Hyderabad	27 The Federal Bank Limited
14	Syndicate Bank	28 HDFC
15	State Bank of Travancore	29 Kotak Mahindra Bank
16	UCO Bank	30 ICICI
17	Union Bank of India	31 Indusind Bank
18	United Bank of India	32 Yes Bank

F-03

RTGS FORMAT

Form for getting payment through RTGS (Real Time Gross Settlement)

01. NAME OF VENDOR
02. ADDRESS
03. VENDOR'S BANK A/C NAME
04. VENDOR'S BANK A/C NO.
05. NAME OF BANK
06. NAME OF BRANCH
07. BRANCH PH. NO.
08. CITY
09. IFSC CODE OF THE BRANCH

THE CHARGES IF ANY FOR PAYMENT THROUGH RTGS MAY BE RECOVERED FROM THE BILL SUBMITTED BY US.

SIGNATURE OF AUTHORISED
REPRESENTATIVE OF VENDOR WITH
DATE & SEAL

CONFIRMATION BY BANKER WITH
OFFICE SEAL

Note : Incorrect information will create accounting complications and payment will be delayed.

F-04

Vendor Details

1. **Name & address of the vendor/company:**

2. **PAN No. of the vendor/company (scan copy of PAN Card):**

3. **Contact Person for the vendor/company:**

4. **Mobile number & E-mail of the contact person:**

5. **VAT / TIN:**

5. **CST:**

SIGNATURE OF THE BIDDER WITH DATE & SEAL

F-05**FORMAT FOR DETAILS OF BIDDER**

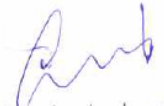
NAME OF BIDDER	
FAX NO.	
Registration Number*	
Name of Partners / Directors	
Bidder Type Indian/ Foreign*	
City*	
State*	
Country*	
Postal Code*	
PAN/TAN Number*	
Company's Establishment Year	
Company's Nature of Business*	
Company's Legal Status* {limited company/undertaking/joint venture/partnership/other}	
Company Category* {micro unit as per MSME/small unit as per MSME/medium unit as per MSME/Ancillary unit/project affected person of this company/ssi/ other}	
Enter Company's Contact Person Details Title(Mr. / Mrs. / Ms. / Dr. / Shri)*	
Contact Name*	
Date Of Birth*	
Correspondence Email* (Correspondence Email ID can be same as your Login ID. All the mail correspondence will be sent only to the Correspondence Email ID.)	
Designation	
Phone*	
Mobile*	

RTGS DETAILS OF BHEL-PSER

Form for getting payment through RTGS (Real Time Gross Settlement)

01. Name of Vendor **BHARAT HEAVY ELECTRICALS LTD.**
 02. Address **~~BHEL~~ BHEL HOUSE, SIRI FORT, N.DELHI**
 03. Vendors Bank A/c Name **BHARAT HEAVY ELECTRICALS LTD.**
 04. Vendors Bank A/c No. **11107800029**
 05. Name of Bank **STATE BANK OF INDIA**
 06. Name of Branch **COMMERCIAL BR., SALT LAKE, SECTOR-V**
 07. Branch Phone No. **KOLKATA**
 08. City **033-23575666**
 09. IFSC Code of the Branch **KOLKATA**
SBIN 0004289

The charges if any for payment through RTGS may be recovered from the Bill submitted by us.

Signature of 
 के.के. कोआरी / K. K. Coari
 Representative (वित्त) / Dy. General Manager (Fin) seal
 बी.एच.ई.एल. : पो.एस.ई.आर. : कोलकाता - 700 091
 BHEL:PSER / Kolkata-700 091

Confirmation by 
 with office seal


Note : Incorrect information will create Accounting complications and payment will be delayed