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TENDER SPECIFICATION

TENDER NO. BHEL/NR/SCT/PRECISION PRT'S /938

FOR

“Calibration of precision PRT's service”

PART I – TECHNICAL BID



Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
Power Sector – Northern Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar, NOIDA – 201 301(INDIA)



**ISO 9001, ISO 14001,
OHSAS 18001 & SA 8000
certified company
SubContract and Purchase
Deptt.**

Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
Power Sector – Northern Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar, NOIDA – 201 301(INDIA)
Phone: 0091-0120- 2416513 / 2416449
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TENDER NO. BHEL/NR/SCT/PRECISION PRT'S /938

IMPORTANT NOTE

PURCHASER OF THIS TENDER DOCUMENT IS ADVISED TO CHECK AND ENSURE COMPLETION OF ALL PAGES OF TENDER DOCUMENT AND REPORT ANY DISCREPANCY TIMELY FOR CORRECTIVE ACTION, IF ANY, TO THE ISSUING AUTHORITY BEFORE THE BIDS ARE SUBMITTED. ORIGINAL COPY OF TENDER DOCUMENT COMPLETE IN ALL RESPECTS MUST BE SUBMITTED BACK AS PART OF THE BID WITHOUT WHICH THE SAME IS LIABLE TO BE REJECTED BY BHEL.

THIS TENDER SPECIFICATION ISSUED TO:

M/S-----

Rev 01
1st June
2012

NOTICE INVITING TENDER

(Document No. PS: MSX: NIT)

Bharat Heavy Electricals Limited



**NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES
OR
PURCHASE TENDERS FROM THIS OFFICE ALSO**

To

Dear Sir/Madam,

Sub: NOTICE INVITING TENDER

Sealed offers in two part bid system are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-I) for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

1.0 Salient Features of NIT

SL NO	ISSUE	DESCRIPTION	
i	TENDER NUMBER	BHEL/NR/SCT/PRECISION PRT'S /938	
ii	Broad Scope of job	"Calibration of precision PRT's service"	
iii	DETAILS OF TENDER DOCUMENT		
a	Volume-IA	<i>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc</i>	Applicable
b	Volume-IB	<i>Special Conditions of Contract (SCC)</i>	Not Applicable
c	Volume-IC	<i>General Conditions of Contract (GCC)</i>	Applicable
d	Volume-ID	<i>Forms and Procedures</i>	Not Applicable
e	Volume-II	<i>Price Schedule (Absolute value).</i>	Applicable
iv	Issue of Tender Documents	<p>1. Sale from BHEL PSNR,NOIDA office at : Start: 25.11.2013, Time:From 0900 to 1200 Hrs Close: 05.12.2013, Time :1200 Hrs</p> <p>2. From BHEL website (www.bhel.com) Tender documents can however be downloaded from website till due date of submission.</p>	Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	<p>Date: 05.12.2013, Time: 1500 Hrs. Place : Noida (UP)</p>	Applicable
vi	OPENING OF TENDER	<p>1/2 hour after the latest due date and time of Offer submission</p> <p>Notes: (1) In case the due date of opening of tender becomes a non-working day, tenders shall be opened on next working day at the same time. (2) Bidder may depute representative to witness the opening of tender</p>	Applicable
vii	EMD AMOUNT	Rs. 20,000/-	Applicable
viii	COST OF TENDER	Rs 2000/-.	Applicable/Not Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	<p>Date 30.11.2013. Along with soft version also, addressing to undersigned & to others as per contact address given below</p>	Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)	<p>Date : __ / __ / ____, Time : Place :</p>	Applicable/Not Applicable

xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)		Applicable/Not Applicable
xii	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 Corrigendums) and not in the newspapers . Bidders to keep themselves updated with all such information	

- 2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed & stamped on each page, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, and shall not be entertained.**
- 3.0 Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Power Sector Regional HQ at Noida issuing the Tender, along with techno-commercial offer. Bidder may also choose to deposit the Tender document cost by cash at the Cash Office as stated above against sl no iv of 1, on any working day; and in such case copy of Cash receipt is to be enclosed with the Techno Commercial offer. Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL PS HQ at Noida, Sundays and second/ last Saturdays
- 4.0 Unless specifically stated otherwise, bidder shall deposit EMD through Demand Draft/Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Noida. For other details and for 'One Time EMD' please refer General Conditions of Contract.
- 5.0 **Procedure for Submission of Tenders:** The Tenderers must submit their Tenders to Officer inviting Tender, as detailed below:
- PART-I consisting of 'PART-I A (Techno Commercial Bid)' & 'PART-I B (EMD/COST of TENDER)' in two separate sealed and superscribed envelopes (ENVELOPE-I & ENVELOPE-II)
 - PART-II (Price Bid) – in sealed and superscribed envelope (ENVELOPE-III)
- 6.0 The contents for ENVELOPES and the superscription for each sealed cover/Envelope are as given below. **(All pages to be signed and stamped)**

Sl no	Description	Remarks
Part-I A		
	ENVELOPE – I superscribed as : PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:-	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above. Note: a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall	

	<p>be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.</p> <p>b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding.</p> <p>i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL</p> <p>ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender</p>	
iii.	<p>Supporting documents/ annexure/ schedules/ drawing etc as required in line with Pre-Qualification criteria.</p> <p>It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, etc.</p>	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc pertinent to this NIT.	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	Applicable
vi.	Duly filled-in annexure, formats etc as required under this Tender Specification/NIT	
vii.	Notice inviting Tender (NIT)	
viii.	Volume – I A : <u>Technical</u> Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc	
ix.	Volume – I B : Special Conditions of Contract (SCC)	
x.	Volume – I C : General Conditions of Contract (GCC)	
xi.	Volume – I D : Forms & Procedures	
xii.	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiii.	Any other details preferred by bidder with proper indexing.	

PART-I B		
	<p><u>ENVELOPE – II superscribed as:</u> PART-I (EMD/COST of TENDER) TENDER NO : NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION:</p> <p>CONTAINING THE FOLLOWING:-</p>	
i.	<p>1. Earnest Money Deposit (EMD) in the form as indicated in this Tender</p> <p style="text-align: center;">OR</p> <p>Documentary evidence for 'One Time EMD' with the Power Sector Region of BHEL floating the Tender</p> <p>2. Cost of Tender (Demand Draft or copy of Cash Receipt as the case may be)</p>	

PART-II		
	PRICE BID consisting of the following shall be enclosed	
	<p><u>ENVELOPE-III</u> superscribed as: PART-II (PRICE BID) TENDER NO : NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION:</p>	

	CONTAINING THE FOLLOWING	
i	Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I	
ii	Volume II – PRICE BID (Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)	

	OUTER COVER	
	ENVELOPE-IV (MAIN ENVELOPE / OUTER ENVELOPE) superscribed as: TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO : NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION:	
	CONTAINING THE FOLLOWING:	
i	<ul style="list-style-type: none"> ○ Envelopes I ○ Envelopes II ○ Envelopes III 	

SPECIAL NOTE: All documents/ annexure 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.

7.0 No Deviation with respect to tender clauses and no additional clauses/ suggestions/ in Techno-commercial bid/ Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same.

8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).

9.0 **Assessment of Capacity of Bidders:**

Bidders capacity for executing the job under tender shall be assessed as per the following:

~~I. **Assigning Weightages (A) for Similar Jobs Under Execution:** Weightages shall be worked out and assigned based on the average number of Similar Works under execution including works yet to be commenced by the agency, in the following manner:~~

~~i). Number of Similar Jobs~~

~~a) No. of jobs in BHEL, PSER _____ : Say 'J'~~

~~b) No. of jobs in BHEL, PSSR _____ : Say 'K'~~

~~c) No. of jobs in BHEL, PSWR _____ : Say 'L'~~

~~d) No. of jobs in BHEL, PSNR _____ : Say 'M'~~

~~e) No. of jobs with other customers* : Say 'N' (*: Other than BHEL PSER, PSSR, PSWR & PSNR)~~

~~f) Average No. of Jobs is 'P' = (J+K+L+M+N) divided by 5~~

~~ii) Weightage "A" assigned to bidders based on Average Number of jobs "P":~~

~~a) If 'P' = 0-1, "A" will be equal to '3'~~

~~b) If 'P' = 2-3, "A" will be equal to '2'~~

~~c) If 'P' = 4-5, "A" will be equal to '1'~~

~~d) If 'P' is Above 5, "A" will be equal to '0'~~

~~II. **Weightage "B" for Quarterly Performance Reports of Vendors:** This shall be based on the averages of the net weighted score obtained by the bidder for the jobs under execution (excluding works not commenced) for the quarter previous to the last quarter reckoned from the date of latest due date of submission, in all four Regions i.e BHEL PSER, PSSR, PSWR & PSNR, in the following manner.~~

i). ~~Ratings by Power Sector Region:~~

- a) ~~PS-ER's Rating 'Rer' = $(X_1 + X_2 + \dots + X_n)$ divided by n~~
- b) ~~PS-WR's Rating 'Rwr' = $(X_1 + X_2 + \dots + X_n)$ divided by n~~
- c) ~~PS-SR's Rating 'Rsr' = $(X_1 + X_2 + \dots + X_n)$ divided by n~~
- d) ~~PS-NR's Rating 'Rnr' = $(X_1 + X_2 + \dots + X_n)$ divided by n~~
- e) ~~**Over all Power Sector Region Rating 'R_{BHEL}' = $(Rer + Rwr + Rsr + Rnr)$ divided by 4**~~

~~(where "X₁, X₂, X₃,...X_n" is the net weighted score obtained by the bidder as per the "Evaluation of Contractor Performance (Quarterly)" against the various contracts 'n' under execution in the respective Region).~~

ii). ~~Weightage "B" assigned to bidders based on Overall Power Sector Rating (R_{BHEL}):~~

- a) ~~If R_{BHEL} is 80% and above, "B" will be equal to '6'~~
- b) ~~If R_{BHEL} is > 70% < 80%, "B" will be equal to '5'~~
- c) ~~If R_{BHEL} is > 60% < 70%, "B" will be equal to '4'~~
- d) ~~If R_{BHEL} is < 60%, "B" will be equal to '0'~~

III. ~~Evaluation of Bidders capacity to execute the job under tender: shall be based on the sum of scores obtained in 'A' and 'B', as below:~~

- a) ~~6 or above : Considered 'Qualified' for the job under tender~~
- b) ~~Less than 6: Considered 'NOT Qualified' for the job under tender~~

IV. ~~Explanatory note:~~

- a) ~~Similar work means Boiler or Turbine or Civil or Electrical or CI, etc irrespective of rating of Plant~~
- b) ~~Quarter shall be as per the quarter defined in the "Evaluation of Contractor performance (Quarterly)".~~
~~For contracts where annexed Quarterly Evaluation performance was not part of the contract, 'Quarterly Performance Reports' previous to the last quarter reckoned from the date of latest due date of submission, given by the respective project site against the contract will be the basis for evaluation.~~
- c) ~~Vendors who are not executing any jobs presently in the Region and first timers to the Region, may be considered subject to satisfying all other tender conditions~~
- d) ~~'Under execution' shall mean works in progress upto Boiler Steam Blowing (for Boiler and Auxilliaries) or Synchronisation (for all other jobs including Civil) shall be considered.~~

- 10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation 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 above.
- 11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 12.0 BHEL may decide holding pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.

- 13.0 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, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.
- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 15.0 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), **if applicable**, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (xi) of 1 above.**
- 16.0 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 be qualified for the subject job on the basis of pre-qualification evaluation/ techno-commercial bids, approval/ acceptance of customer (as applicable), etc. and date of opening of price bids shall be intimated to only such bidders.
- 17.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorised representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.
- 18.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) or specified otherwise in SCC of tender.
- 19.0 BHEL reserves the right to decide the successful bidder on the basis of Reverse Auction process. In such case all qualified bidders will be intimated regarding procedure/ modality for Reverse Auction process prior to Reverse Auction and price will be decided as per the rules for Reverse Auction. .
- However, if reverse auction process is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the sealed 'PRICE BIDS' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.
- 20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23.0 In case Consortium Bidding is allowed as per Pre Qualifying Requirement, then Prime Bidder and Consortium Partner shall enter into Consortium Agreement. Validity period of Consortium Agreement shall be 6 months after which the same can be re validated.
- 'Stand alone' bidder cannot become a **prime bidder' or a 'consortium bidder' in a consortium bidding**. Prime bidder shall neither be a consortium partner to other prime bidder nor take any other consortium partners. However, consortium partner may enter into consortium agreement with other prime bidders. In case of non compliance, consortium bids of such Prime bidders will be rejected. .
- 24.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements" duly self-certified and stamped 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.
- 25.0 The bidder may have to produce original document for verification if so decided by BHEL.

- 26.0 The offers of the bidders who are on the banned list as also the offer of the bidders, who engage 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 ~~BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance 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.~~

~~In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non-submission of „online sealed bid“ by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.”~~

~~Information and General Terms and Conditions governing RA shall form part of the RFQ/ Enquiry.~~

- 28.0 It may please be noted that guidelines/rules in respect of Suspension of Business dealings', 'Vendor evaluation format', 'Quality, Safety & HSE guidelines', etc may undergo change from time to time and the latest one shall be followed.
- 29.0 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:

- a. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
- b. Notice Inviting Tender (NIT)
- c. Price Bid
- d. Technical Conditions of Contract (TCC)
- e. ~~Special Conditions of Contract (SCC) — Volume 1B~~
- f. General Conditions of Contract (GCC)
- g. ~~Forms and Procedures — Volume 1D~~

for BHARAT HEAVY ELECTRICALS LTD

(SCT)

Enclosure

01. Annexure-1: Pre Qualifying criteria.
02. Annexure-2: Check List.
03. Other Tender documents as per this NIT.

ANNEXURE - 1**PRE QUALIFYING CRITERIA**

JOB	“Calibration of precision PRT’s service”
TENDER NO.	BHEL/NR/SCT/PRECISION PRT’S /938

SL NO.	PRE QUALIFICATION CRITERIA	Name and Description of qualifying criteria
A	Submission of Integrity Pact duly signed	NOT APPLICABLE
B	Assessment of Capacity of Bidder to execute the work as per sl no. 9 of NIT (if applicable)	NOT APPLICABLE
C	<p><u>Technical</u></p> <p>Bidder who wish to participate should have executed during last three years as on date of technical bid opening, calibration of instruments including PRT’s works as follows:</p> <p>(i) One Single Contract with executed value of Rs. 7.2 Lacs or above “OR”</p> <p>(ii) Two Contracts with executed value of Rs.4.5 Lacs or above against each contract “OR”</p> <p>(iii) Three Contracts with executed value of Rs. 3.6 Lacs or above against each contract.</p>	APPLICABLE
D	<p><u>Financial TURNOVER</u></p> <p>1.1 Tenderer should have an average annual turnover minimum of Rs 2.7 Lacs (Rs. Two Lacs and Seventy Thousand only) based on the accounts of last three Financial Years (2010-2011, 2011-2012, 2012-2013). Bidders shall submit annual accounts (balance sheets and profit & loss account) in support of this.</p> <p>1.2 Net worth: Net worth of the bidders based on the latest accounts as furnished for D 1.1 above should be positive.</p> <p>1.3 Profit: Bidder must have earned cash profit in any one of three financial years as applicable in the last three years defined in D 1.1 above based on latest accounts. (Relevant documents, meeting above requirements at C & D, shall be submitted by bidders.)</p>	APPLICABLE
E	<p><u>Certification</u></p> <p>Party should have valid NABL accreditation certificate for thermal instrument calibration of 0 to 660 deg. centigrade or more as on date of technical bid opening.</p>	APPLICABLE

F	<p><u>Explanatory Notes for QR</u></p> <ol style="list-style-type: none">1. If the Qualifying work is executed in the last three years period, as specified above, even if it has been started earlier, the same will also be considered meeting the qualifying requirements.2. Point No. C & D of this PQR are not applicable for the government and PSU labs.3. For QR point 'C' above the word executed means the bidder should have achieved the criteria, specified in the QR, even if the total contract has not been completed or closed.4. The word 'executed' means the instruments should have been calibrated and accepted by the client.
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ANNEXURE - 2**CHECK LIST****NOTE: - Tenderers are required to fill in the following details and no column should be left blank**

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company		
3	Details of Contact person for this Tender	Name : Mr./Ms Designation: Telephone No: Mobile No: Fax No:	
4	EMD DETAILS	DD No: Date : Bank : Amount: <u>Please tick (√) whichever applicable:-</u> ONE TIME EMD / ONLY FOR THIS TENDER	
5	Validity of Offer	TO BE VALID FOR SIX MONTHS FROM DUE DATE	
		APPLICABILITY	BIDDER REPLY
6	Whether the format for compliance with PRE QUALIFICATION CRITERIA (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
7	Audited profit and Loss Account for the last three years	Applicable	YES/NO
8	Copy of PAN Card	Applicable	YES/NO
9	Whether all pages of the Tender documents including annexure, appendices etc are read understood and signed	Applicable	YES/NO
10	Integrity Pact	Applicable	YES/NO
11	Declaration by Authorized Signatory	Applicable	YES/NO
12	No Deviation Certificate	Applicable	YES/NO
13	Declaration confirming knowledge about Site Conditions	Applicable	YES/NO
14	Declaration for relation in BHEL	Applicable	YES/NO
15	Non Disclosure Certificate	Applicable	YES/NO
16	Bank Account Details for E-Payment	Applicable	YES/NO
17	Capacity Evaluation of Bidder for current Tender	Applicable	YES/NO
18	Tie Ups/Consortium Agreement are submitted as per format	Not Applicable	YES/NO
19	Power of Attorney for Submission of Tender/Signing Contract Agreement	Applicable	YES/NO
20	Analysis of Unit rates	Applicable	YES/NO

NOTE: STRIKE OFF 'YES' OR 'NO', AS APPLICABLE

DATE:

AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

TENDER SPECIFICATION

TENDER NO. BHEL/NR/SCT/PRECISION PRT'S / 938

FOR

"Calibration of precision PRT's service"

PART I – TECHNICAL BID



**Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
Power Sector – Northern Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar, NOIDA – 201 301.INDIA**

TENDER NO. BHEL/NR/SCT/PRECISION PRT'S / 938



ISO 9001, ISO 14001,
OHSAS 18001 & SA 8000
certified company
SubContract Deptt.

Bharat Heavy Electricals Limited
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Power Sector – Northern Region,
Plot No. 25 , Sector - 16A,
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Phone: 0091-0120- 2416449/ 2416513
Fax 091-0120-2416528
Email: rsahu@bhelnsnr.co.in / prashant@bhelnsnr.co.in

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THIS TENDER SPECIFICATION ISSUED TO:

M/S-----

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Technical specifications & special conditions of contract

1.0 SCOPE OF WORK.

- I. The tender specification covers the “**Calibration of precision PRT’s at fixed point calibration Range 0 to 660 ° C**”. Work under this tender includes collection of instruments from Noida office and return back to Noida after calibration.
- II. Work will be awarded for 50nos precision PRT’s, however quantity may vary upto +/- 10%. Payment will be made for quantities actual calibrated.
- III. Calibration at following five fixed points using F300 precision thermometry bridge -
Aluminium Freeze point temperature (660.323 ° C)
Gallium melting point temperature 29.7645°C
Tin Freeze point temperature (231.928 ° C)
Hydra Liquid Bath (798M) at Water Tripple point (0.01° C)
Zinc Freeze point temperature (419.527° C)
- IV. LAB should have the approval of NABL and calibration certificates of each instrument with NABL logo on it are to be submitted by bidder.
- V. The contractor has to submitte procedure for calibration of instruments at the time of bidding.
- VI. Standards used during calibration are to be mentioned on each instrument calibration certificate.
- VII. Associated uncertainty is to be mentioned on each certificate.
- VIII. Scope of work involves collection of instruments from BHEL PSNR Noida office to the lab and return back after calibration of BHEL Noida office.
- IX. **CONSIDERING NATURE OF THE JOB, NO PERFORMANCE GUARANTEE SHALL BE APPLICABLE FOR THIS WORK.**
- X. **Price Variation Clause and Over Run Compensation clause shall not be applicable for this tender.**

2.0 TERMS OF PAYMENT

100% payment against each Item of Rate Schedule shall be released within 30 days after receipt of calibrated instruments and associated certificates and all documents against this contract. Service tax shall be paid on submission of documentary proof as per actual. The bills and relevant documents shall be submitted to **BHEL-PSNR-Projects Deptt.** for payment.

3.0 RATE SCHEDULE:

- 3.1 Contractor shall fully understand description and scope of work before quoting. The scope of work and responsibility of the contractor as mentioned under these specifications shall be covered within the quoted / finally accepted rates.
- 3.2. The tenderer shall quote the prices as per rate schedule in part II price bid only.

4.0 TAXES & DUTIES:

The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tools, royalty, commissions or other charges which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

However, provisions regarding Service Tax on output services shall be as per following clauses:

4.1 Service Tax & Cess on Service Tax:-

Service Tax and Cess on Service Tax as applicable on output Services are excluded from contractor's scope; therefore contractor's price/rates shall be exclusive of Service Tax and Cess on Output Services. Contractor shall obtain prior written consent of BHEL before billing the amount towards such taxes.

Contractor shall submit to BHEL documentary evidence of Service Tax registration certificate specifying name of services covered under this contract

For the purpose of claiming any Service Tax from BHEL, the following procedure shall be adopted:

Contractor shall submit serially numbered Service Tax and Cess Invoices, signed by him or a person authorized by him in respect of taxable service provided, and shall contain the following, namely:

1. The name, address and registration number of the contractor
2. The name and address of the party receiving taxable service (BHEL)
3. Description, classification and value of taxable service provided and
4. The Service Tax payable thereon.

All the four conditions shall be fulfilled in the invoice for payment of Service Tax by BHEL. Where more than one nature of Service under Service Tax Rules is involved, the invoice mentioned above shall contain the break up of all values for each nature of Service.

4.2 Tax Deduction at Source:-

Tax shall be deducted at source from the bill as per applicable Income Tax Rules and other statutory requirements.

4.3 New Taxes/Levies:

In case the Government imposes any new levy/tax on the output service/goods/work after award of the contract, the same shall be reimbursed by BHEL at actual.

In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer, the Bidder/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of Price Bid. Claim for any such impact after opening the Price Bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

No reimbursement/recovery on account of increase/reduction in the rate of taxes, levies, duties etc. on input goods/services/work shall be made.

5.0 TIME SCHEDULE:

- 5.1 After receipt of LOI, Contractor shall collect the instruments from BHEL PSNR Noida office and will complete the calibration work and will return back the instruments to BHEL PSNR Noida office within 60 days of LOI date/ date of issue of instruments.
- 5.2 In case of delay in completion is attributable to the contractor, BHEL may impose LD on the contractor as per clause enclosed.

6.0 SUSPENSION OF BUSINESS DEALINGS:

BHEL reserves the right to take action against contractors who fail to perform or indulge in malpractices, in line with guidelines issued by BHEL time to time.

7.0 GENERAL INSTRUCTION TO TENDERERS:

7.1 DESPATCH INSTRUCTION:

- i) The General Conditions of Contract form part of the Tender specifications. All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof. The information furnished shall be complete by itself. The tenderer is required to furnish all the details and other documents as required in the following pages.
- ii) Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the tenderers have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, the scope of work etc., he shall at once, contact the authority

inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Tenderer's request for clarifications shall be with reference to Sections and Clause numbers given in the tender documents. The specifications and terms and conditions shall be deemed to have been accepted by the tenderer in his offer. Non compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender.

7.2 SUBMISSION OF TENDERS:

7.2.1 The tenderers must submit their tenders at **BHEL PSNR OFFICE NOIDA.**

7.2.2 Tenders submitted by post shall be sent by 'REGISTERED POST ACKNOWLEDGEMENT DUE / by COURIER' and shall be posted with due allowance for any postal/courier delays. BHEL takes no responsibility for delay, loss or non-receipt of tenders sent by post/courier. The tenders received after the specified time of their submission are treated as 'Late Tenders' and shall not be considered under any circumstances.

7.2.3 Tenderers whose bids are found techno commercially qualified shall be informed the date and time of opening of the Price Bids and such Tenderers may depute their representatives to witness the opening of the price bids. BHEL's decision in this regard shall be final and binding.

7.2.4 Tenders shall be opened by authorized Officer of BHEL at his office at the time and date as specified in the NIT, in the presence of such of those tenderers or their authorized representatives who may be present

7.3 LANGUAGE:

7.3.1 The tenderer shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words. For the purpose of the tenders, the metric system of units shall be used.

7.3.2 All entries in the tender shall either be typed or written legibly in ink. Erasing and over-writing is not permitted and may render such tenders liable for rejection. All cancellations and insertions shall be duly attested by the tenderer.

7.4 PRICE DISCREPANCY:

7.4.1 **Conventional (Manual) Price Bid opening:** In the case of price bid opening without resorting to Reverse Auction, if there are differences between the rates given by the tenderer in words and figures or in amount worked out by him, the following procedure for evaluation and award shall be followed:

- i) When there is a difference between the rates in figures and in words, the rates which corresponds to the amounts worked out by the contractor, shall be taken as correct.

- ii) When the amount of an item is not worked out by the contractor or it does not correspond with the rate written either in figure or in words, then the rate quoted by the contractor in words shall be taken as correct
- iii) When the rate quoted by the contractor in figures and words tallies but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount.
- iv) In case of lumpsum price, if there is any difference between the amount in figures and in words, the amount quoted by the bidder in words shall be taken as correct.
- v) In case of omission in quoting any rate for one or more items, the evaluation shall be done considering the highest quoted rate obtained against the respective items by other tenderers for the subject tender. If the tenderer becomes L-1, the notional rates for the omission items shall be the lowest rates quoted for the respective items by the other tenderers against the respective omission items for the subject job and the 'Total quoted price (loaded for omissions)' shall be arrived at. However the overall price remaining the same as quoted originally, the rates for all the items in the 'Total quoted price (loaded for omissions)' shall be reduced item wise in proportion to the ratio of 'Original' total price and the 'Total quoted price (loaded for omissions)'.

7.5 AUTHORISATION AND ATTESTATION:

Tenders shall be signed by a person duly authorized/empowered to do so. An attested copy of the Power of Attorney/ an authorization letter in company's letter head, in case the tender is signed by an individual other than the sole proprietor shall be submitted along with the tenders.

7.6 EARNEST MONEY DEPOSIT:

Rs.20,000/- (Rupees Twenty Thousand only) as Earnest Money should accompany the techno-commercial bid in the form of either banker's cheque, pay order or demand draft drawn in favour of "Bharat Heavy Electricals Limited" payable at Noida. Tender not accompanied with EMD will not be accepted and shall not be considered for further evaluation.

No interest shall be payable on EMD amount.

The EMD shall be forfeited in case of:

- i) After opening the tender, the bidder revokes his tender within the validity period or increases his earlier quoted rates.
- ii) The bidder does not commence the work within the period as per LOI/Contract. In case the LOI / contract is silent in this regard then within 15 days after award of contract.

The EMD shall be returned within a reasonable time to the unsuccessful bidders after acceptance of the award of the contract/ execution of work by the successful tenderer. The EMD of successful bidders can be adjusted or converted against the Security Deposit.

EMD clause is not applicable for government/ PSU labs.

7.7 SECURITY DEPOSIT:

7.7.1 The successful tenderer shall deposit the security deposit of 10% of contract value.

7.7.2 The security Deposit should be furnished before start of the work by the contractor.

7.7.3 Security Deposit may be furnished in any one of the following forms

- i) Cash (as permissible under the Income Tax Act)
- ii) Pay Order / Demand Draft in favour of BHEL.
- iii) Local cheques of scheduled banks, subject to realization.
- iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- v) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats.
- vi) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- vii) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be deposited in any form as prescribed before start of the work and the balance 50% may be recovered from the running bills.
- viii) EMD of the successful bidder can be converted and adjusted against the cash portion of Security Deposit excepting for such bidders who have remitted One Time EMD.

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

7.7.4 The Security Deposit shall not carry any interest.

7.7.5 In case the value of work exceeds / reduces from the awarded / accepted value, the Security Deposit shall be correspondingly enhanced / reduced as given below:

- i) The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor.

- ii) There will be no reduction in Security Deposit value in case of variation in contract value upto the lower limit specified in Quantity variation clause. In case of reduction of contract value beyond the lower limit specified in Quantity Variation clause, then the Security Deposit shall be re adjusted in proportion.
- iii) In case of reduction, the reduced Contract value shall be certified by BHEL Construction Manager after ascertaining / freezing of BOQ / Drawings from the Design / Engineering Centre. The reduced Security Deposit value can only be considered after taking into account the adequacy of the securities held by BHEL to meet the liabilities of the contractor for the contract, and the performance of the contract in general. In such cases, the revised value of Security Deposit shall be worked out only after execution of not less than the lower limit of the revised scope of work/contract value as per quantity variation clause, and as certified by Construction Manager. This reduction in value of Security Deposit shall not entitle the contractor to any amendment of Contract and shall be operated at the discretion of BHEL
- iv) Contract value for the purpose of operating the reduced/increased value of Security Deposit due to Quantity Variation, shall be exclusive of Price Variation Clause, Over Run Compensation and Extra works done on manday rates.

7.7.6 The validity of Bank Guarantees towards Security Deposit shall be initially upto the completion period as stipulated in the Letter of Intent/Award + 3 months, and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL

7.7.7 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL.

7.7.8 RETURN OF SECURITY DEPOSIT

Security Deposit shall be refunded/Bank Guarantee(s) released to the Contractor along with the 'Final Bill' after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL.

7.7.9 Security deposit will not be applicable for government / PSU labs.

7.8 ADDITIONAL SECURITY DEPOSIT:

If the final price of successful bidder is lesser by 'more than 20%' of BHEL's estimates then only, 'Additional Security Deposit' will be required to be submitted by the successful bidder with value as follows:

Additional Security Deposit =30 % of (A-B) will be calculated as below:

A = 80% of BHEL estimate

B = The final offered price of successful bidder through RA (In case of RA)

OR

Sealed paper price bid of successful bidder(in case of paper bid)

This 'Additional Security Deposit' shall have the same validity as that of the 'Security Deposit' and shall be deposited/ revalidated/released in the manner as spelt out for the 'Security Deposit' as per relevant clause of GCC.

The BHEL's estimated value shall be disclosed to successful bidder (on request) in case 'Additional Security Deposit' is applicable.

Additional Security deposit will not be applicable for government / PSU labs.

7.9 VALIDITY OF OFFER:

The rates in the Tender shall be kept open for acceptance for a minimum period of **SIX MONTHS** from latest due date of offer submission (including extension, if any). In case BHEL (Bharat Heavy Electricals Ltd) calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.

7.10 EXECUTION OF CONTRACT:

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 Tenderer shall submit an unqualified acceptance to the Letter of Intent within the period stipulated therein.

7.11 REJECTION OF TENDER AND OTHER CONDITIONS:

7.11.1 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 as per NIT
- c. To award the work in part if specified in NIT
- d. In case of either of the contingencies stated in (b) and (c) above, the time for completion as stipulated in the tender shall be applicable.

7.11.2 Conditional tenders, unsolicited tenders, tender which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.

7.11.3 Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL, or tenderer under suspension (hold/banning /delisted) by any unit / region / division of BHEL .

- 7.11.4** If a tenderer who is a proprietor expires after the submission of his 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 tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.
- 7.11.5** BHEL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- 7.11.6** 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/any other money due.
- 7.11.7** Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.
- 7.11.8** In case the Proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting the Tender shall be informed of the fact as per specified format, along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.
- 7.11.9** The successful tenderer should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL's Construction Manager/Site Incharge. The tenderer is solely responsible to BHEL for the work awarded to him.
- 7.11.10** The Tender submitted by a techno commercially qualified tenderer shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late tenders shall be returned to the bidders
- 7.11.11** Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-I party, then the awarded price i.e contract value shall be worked out after considering the discount so offered.
- 7.11.12** BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

8.0 GENERAL CONDITIONS OF CONTRACT:

8.1 COMMENCEMENT OF WORK:

- 8.1.1 The contractor shall commence the work in line with "Time Schedule" Clause as indicated in "Technical specifications & special conditions of contract".
- 8.1.2 If the contractor fails to start the work within stipulated time as per LOI or as intimated by BHEL, then BHEL at its sole discretion will have the right to cancel the contract. The 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.
- 8.1.3 All the work shall be carried out under the direction and to the satisfaction of BHEL.

8.2 RIGHTS OF BHEL:

BHEL reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the contractor for any compensation.

- 8.2.1 To withdraw any portion of work and/or to restrict/alter quantum of work as indicated in the contract during the progress of work and get it done through other agencies to suit BHEL's commitment.
- 8.2.2 To terminate the contract or get any part of the work done through other agency or deploy BHEL's own/hired/otherwise arranged resources, at the risk and cost of the contractor after due notice of a period of one weeks by BHEL, in the event of:-
- i) Contractor's continued poor progress
 - ii) Withdrawal from or abandonment of the work before completion of the work
 - iii) Contractor's inability to progress the work for completion as stipulated in the contract
 - iv) Poor quality of work
 - v) Corrupt act of Contractor
 - vi) Insolvency of the Contractor
 - vii) Persistent disregard to the instructions of BHEL
 - viii) Assignment, transfer, sub-letting of contract without BHEL's written permission
 - ix) Non fulfillment of any contractual obligations
 - x) In the opinion of BHEL, the contractor is overloaded and is not in a position to execute the job as per required schedule

- 8.2.3 To meet the expenses including BHEL overheads of 5% & liquidated damage/penalties arising out of "Risk & Cost" as explained above under Sl.No. 8.2.2. BHEL shall recover the amount from any money due from Contractor, from any money due to the Contractor including Security Deposit or by forfeiting any T&P or

material of the contractor under this contract or any other contract of BHEL or by any other means or any combination thereof.

- 8.2.4 To effect recovery from any amounts due to the contractor under this or any other contract or in any other form, the moneys BHEL is statutorily forced to pay to anybody, due to contractor's failure to fulfill any of his obligations. BHEL shall levy overheads of 5% on all such payments.
- 8.2.5 While every endeavor will be made by BHEL to this end, they cannot guarantee uninterrupted work due to conditions beyond their control. The Contractor will not be normally entitled for any compensation/extra payment on this account unless otherwise specified elsewhere in the contract.
- 8.2.6 In case the execution of works comes to a complete halt or reaches a stage wherein worthwhile works cannot be executed and there is no possibility of commencement of work for a period of not less than two months, due to reasons not attributable to the contractor and other than Force Majeure conditions, BHEL may consider permitting the contractor to de mobilize forthwith and re mobilize at an agreed future date. Cost of such demobilization/remobilization shall be mutually agreed. The duration of contract/time extension shall accordingly get modified suitably. In case of any conflict, BHEL decision in this regard shall be final and binding on the contractor.
- 8.2.8 In the unforeseen event of inordinate delay in receipt of materials, drawings, etc, due to which inordinate discontinuity of work is anticipated, BHEL at its discretion may consider contractor's request to short close the contract. At the point of requesting for short closure, contractor shall establish that he has completed all works possible of completion and he is not able to proceed with the balance works due to constraints beyond his control.

8.3 ARBITRATION & RECONCILIATION:

- 8.3.1 In case amicable settlement is not reached in the event of any dispute or difference arising out of the execution of the Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the Contractor in any manner touching upon the Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed by BHEL/In charge(Region).

The award of the Arbitrator shall be binding upon the parties to the dispute Subject as aforesaid, the provisions of Arbitration and Reconciliation Act 1996 (India) or statutory modifications or re enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of the arbitration shall be the place from which the contract is issued or such other place as the Arbitrator at his discretion may determine. The award of the Arbitrator shall be binding upon the parties to the dispute

8.3.2 The cost of arbitration shall be borne equally by the parties.

8.3.3 Work under the contract shall be continued during the arbitration proceedings

8.4.1 Final Bill:

Final Bill“ is used for release of Security Deposit (SD).

i) No Claim Certificate“ by contractor.

ii) Indemnity bond as per prescribed format BHEL shall settle the final bills after deducting all liabilities of Contractor to BHEL

8.5 CLOSING OF CONTRACTS:

Security Deposit shall be refunded/Bank Guarantee(s) released to the Contractor along with the 'Final Bill' after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL.

8.6 LIQUIDATED DAMAGES (LD):

The vendor shall ensure that calibration work of PRT's should be completed within the specified time and instruments are to be returned back to BHEI PSNR Noida. In the event of delay after mentioned time period, penalty of Rs.1000/-(Rs. One thousands only) per day shall be levied and recovered in final bill.

ANNEXURE-I

CERTIFICATE OF DECLARATION FOR CONFIRMING THE KNOWLEDGE OF SITE CONDITIONS

We,.....
Hereby declare and confirm that we have visited the project sites under the subject namely,and acquired full knowledge and information about the site conditions, wage structure, Industrial climate and total work involved. We further confirm that the above information is true and correct and we will not raise any claim of any nature due to lack of knowledge of site condition.

Tenderers Name and Address

Place:

(Signature of the Tenderer's with stamp)

Date:

ANNEXURE-II

NON DISCLOSURE AGREEMENT

Memorandum of Understanding

BHEL PSNR is committed to Information Security Management System as per Information Security Policy.

M/s.....

providing.....service to BHEL PSNR, Noida hereby undertake to comply with the following in line with Information Security Policy of BHEL PSNR;

- **To maintain confidentiality of documents & information which shall be used during the execution of the Contract.**
- **The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL PSNR.**

(M/s. BHEL, PSNR)

(M/s.....)

ANNEXURE-III

FORMAT FOR E-PAYMENT DETAILS : - BHEL-PSNR-NOIDA

(To be given in Company letterhead)

Beneficiary Name :

Bank Name & Branch :

M ICR Code (9 Digit) :

IFSC CODE :
(VALID FOR NEFT)

Beneficiary Account No. :

Beneficiary E-mail ID :
(For payment confirmation)

ANNEXURE - IV

FORMAT OF UNDERTAKING

(To be submitted in the bidder's letter head)

REF:

Dt.

**Bharat Heavy Electricals Limited
Power Sector – Northern Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar,
NOIDA – 201 301(INDIA)**

Sub.: Tender for "Contract for calibration of precision PRT's Service"

Dear Sirs,

With reference to above, this is to confirm that as per tender conditions, we have visited sites as mentioned in NIT before submission of our offer and noted the job content & site conditions etc.

We also confirm that we have not changed / modified the tender documents as appeared in the website 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 we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the tender and NIT. In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted offer strictly in accordance with tender instructions.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized
representative of the bidder)

ANNEXURE - V**UNPRICED RATE SCHEDULE**

Sub: "Contract for calibration of precision PRT's Service."

DISCRIPTION OF T&P	UOM	QTY.	RATE (in Rs.)	AMOUNT (in Rs.)
Calibration charges for fixed point calibration per PRT	Per PRT	50		

Note :-

1. Evaluation of bids shall be done on total price against this Rate Schedule / BOQ.
2. In case of any mismatch in Rate and amount on Price discrepancy, the same will be dealt as per clause No. 7.4 of Tender Specifications.
3. All the above quoted rates shall be firm throughout the contract period.

(SEAL OF THE BIDDER)