

**Name of Woks:** RATE CONTRACT FOR SPECIMEN PREPARATION OF RAW MATERIALS (TEST COUPONS) FOR PLANT LAB AT BHEL TRICHY FOR 2016-18.

**Enquiry No:** BHEL: WCM: SPECIMEN PREP: PL / 31.03.2016

**BHARAT HEAVY ELECTRICALS LIMITED  
TIRUCHIRAPPALLI-620 014  
WORKS CONTRACTS MANAGEMENT**

## **NOTICE INVITING TENDER**

1.	Tender Ref No:	BHEL:WCM:SPECIMEN PREP:PL / 31.03.2016
2.	Name of works	RATE CONTRACT FOR SPECIMEN PREPARATION OF RAW MATERIALS (TEST COUPONS) FOR PLANT LAB AT BHEL TRICHY FOR 2016-18.
3.	Location of work	AT VENDORS WORKS.
4.	Period of contract	24 months from the date of award of contract.
5.	Earnest Money Deposit	₹ 1,50,000/-
6.	Tender Document details	A] Technical Bid Part-1A (Technical Bid-Qualifying Criteria) - 03 Pages Part-1B (Scope of Work & Technical Terms & Conditions) - 08 Pages. Part-1C (General Terms & Conditions of Contract) - 10 Pages Part-1D (Special Terms & Conditions of Contract) - 02 Pages B] Price Bid Part-2 (Price bid) - 7 Pages.
7.	Place of Submission of Tender Document along with EMD	Tender Drop Box at <b>Works Contracts Management (WCM) Building 53, First Floor, BHEL, High Pressure Boiler Plant, Trichy - 620 014</b>
8.	Last Date for Receipt of Tender	26.04.2016 / 14:00 Hrs.
9.	Date of Techno Commercial Bid Opening	26.04.2016 / 14:30 Hrs.
10.	Date of Price Bid Opening	Will be intimated separately to Technically qualified vendors.

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**INSTRUCTIONS TO THE TENDERERS**

The covers should be addressed to SM/WCM, Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014, to reach on or before by 14.00 Hrs. on 12-04-2016 and the same are to be dropped in the Tender Box which is kept in the Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014. Tenders will be opened by 14.30 (IST) on 12-04-2016 at Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014. BHEL is not responsible for any postal delay. Tender box is available in the Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014.

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

- a. The first envelope shall be contained DD for EMD, super scribed as EMD Cover for NIT / Enquiry No. **Offer without EMD will be rejected.**
  - b. The second envelope shall be sealed and super scribed as Part-I (Technical Bid for NIT/Enquiry No.)
  - c. The third envelope shall contain only Part-II (Price bid) for the above work as per scope and to be quoted as per the format given in price bid. Any other information in price bid will not be considered. The envelope shall be sealed and super scribed as Price Bid for NIT / Enquiry No.
- All the above three envelopes shall be kept into one cover and sealed also super scribed the NIT/Enquiry No. The Techno Commercial Bid will be opened on 12-04-2016 at 14.30 Hrs. (IST).

**Note:**

1. The contract will be awarded for a period of 24 months from the date of ordering.
2. The rates shall be firm for the entire period of the contract.
3. If the Contractor is not able to provide the sufficient service/back outs as indicated in the bid, the contractor is liable for forfeiture of the EMD/Security deposit paid.
- 4. Evaluation of the offer shall be done on overall L1 basis.**
5. BHEL reserves the right to increase or decrease the tendered quantity.
- 6. BHEL does not guarantee ordering of any minimum quantity.**
7. Income Tax deduction at source as applicable in the IT Act from time to time and will be made on the value of the bills in the absence of Income Tax Exemption Certificate from the concerned IT officer.
8. All the Statutory Obligations such as ESI, PF, Labor Acts, Factories Act, Service Tax, etc. will have to be taken care of by the vendor. BHEL will have no liability on them. Notwithstanding the above, if any demand notice is served by the concerned Statutory Authorities for recovery of any of their dues on BHEL, the same would be paid to the statutory authorities without notice to the vendor and recovered as a due from any pending / future bills.
9. In case contract is not executed by any vendor after award and acceptance of contract, BHEL may exercise the right to forfeit EMD, Security Deposit / BG of such contractors and also suitable action will be taken by BHEL on those Contractors as deemed fit.

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

ANNEXURE-1A

**TECHNICAL BID (QUALIFYING CRITERIA)**

**A: Contractor Profile**

1.	Name of the Contractor	
2.	Address	
3.	Phone No.	
4.	E-mail Address	
5.	BHEL Vendor Code ( If any )	

**B: Qualifying Criteria:**

Sl. No.	Qualifying Criteria	DETAILS
1	<b>EMD DETAILS: (EMD Amount: ₹ 1.5 Lakhs)</b> (Offer without EMD will be rejected.) (EMD will be waived off for SME/NSIC/SSI vendors upon verification.) ( Copy of valid Certificate to be enclosed)	AMOUNT :₹ DD NO: DD DATE: ISSUING BANK :
2	<b>Valid IBR Certification for Machining of Materials issued by DOB, Tamilnadu.</b> (Copy to be furnished).	
3	The machine shop for Specimen Preparation shall be located within Trichy or neighboring districts (i.e. Ariyalur, Salem, Karur, Madurai, Pudukkottai, Perambalur, Namakkal, Sivaganga and Thanjavur) around Trichy. ( Location of Machine Shop to be furnished )	
4	The Firms Works shall have Sufficient space for storing and carrying out machining, enabling easy identification & retrieval of materials and specimens machined, avoiding cramping and mix-up and to enable inspection at the firm's works. ( Vendor to confirm )	
5	Vendor shall have Sufficient Manpower (Minimum -4 Artisans with ITI Degree) to finish the test specimen preparation activity and deliver the samples and balance materials within the stipulated time for each job order as per Delivery clause of Scope of work. ( Details of Manpower to be furnished )	

Contractor Signature

Contractor Seal

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6	Vendor should have (Own / Leased) Transportation facility to collect the materials and deposit back the Specimen to Plant laboratory. ( Vendor to furnish Details of Vehicle capable of Transporting minimum 1 MT of load )	
7	Vendor shall have following Machines, Tools and Facilities for carrying out the work.	
7.1	<b>Band Saw with bi-metallic blade and vice width of about 400mm.</b> For SS/ Inconel clad plates, Q&T steels (Hardness>25 HRC up to 60 HRC) and high thickness (t>25 mm) plates. ( Details to be furnished )	
7.2	<b>Power hacksaw.</b> For small thickness test plates (t≤25 mm), Tubular (OD ≤ 300 mm) ( Details to be furnished )	
7.3	<b>Lathe</b> To turn dia. 30 mm shoulder specimens. ( Details to be furnished )	
7.4	<b>Universal milling machine or Vertical and horizontal milling machines.</b> ( Details to be furnished )	
7.5	<b>Surface Grinding Machine</b> For Macro, Micro and Impact specimens. ( Details to be furnished )	
7.6	<b>Alpha-Numeric Punching Tool set –</b> Both big & small ( Details to be furnished )	
7.7	<b>Profile Projector</b> For checking the notch. ( Details to be furnished )	
7.8	<b>Vernier calipers, micrometers</b> For measuring dimensions of materials supplied and machined components/ prepared specimens. ( Details of instrument along with calibration certificate to be furnished )	
		Contractor Signature
		Contractor Seal

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7.9	<b>V and U Notch Broaching Facility.</b> (Details of Broaching Tool Facility to be furnished).	
7.10	<b>Facility for cutting hardened samples</b> – like abrasive cut off machine (Hardness>25 HRC up to 60 HRC). ( Vendor to confirm)	
7.11	<b>Belt Grinder Facility</b> ( Vendor to confirm)	
7.12	<b>Sink with water tap and macro-etching reagents for SS, carbon/low alloy steels and Titanium materials.</b> To enable etching of weldments to identify weld and HAZ. ( Vendor to confirm)	
8	<b>PF Registration Details: (No. &amp; Date )</b> (Document to be attached)	
9	<b>ESI Registration Details (No. &amp; Date )</b> (Document to be attached)	
10	<b>Service Tax Registration No:</b> (Document to be attached)	
11	<b>PAN Details</b> (Document to be attached)	
12	<b>Income Tax Return statements or Profit &amp; Loss Statement Certified by CA for last three Financial years</b> (2012-13 ,2013-14 & 2014-15 ) ( Documents to be enclosed )	
13	Acceptance to Scope of Work (Annexure-1B), and General Terms & Conditions of Contract. ( Annexure-1C)	

Contractor Signature

Contractor Seal

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**ANNEXURE-IB**

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

**Name of Vendor:**

**SCOPE OF WORK AND TECHNICAL TERMS & CONDITIONS**

**A. BILL OF QUANTITY**

Sl. No.	Job Description	Approx. Qty. (No.)
<b>A</b>	<b>TEST COUPONS ( CARBON AND ALLOY STEEL)</b>	
<b>1.</b>	<b>TEST COUPONS( CARBON AND ALLOY STEEL)- PLATES ( UP TO 9 MM THICKNESS ) &amp; BARS ( UP TO Ø90 MM)</b>	
1.1	Tensile - Threaded	450
1.2	Tensile - Round	900
1.3	Tensile - Rectangular	5400
1.4	Tensile -HFT/Subsize	450
1.5	Face/Root Bend	1350
1.6	Side Bend	1350
1.7	Macro/Hardness	5400
1.8	Micro	900
1.9	Impact	1350
1.10	Pellini Drop weight	450
1.11	Spectral	450
<b>2</b>	<b>TEST COUPONS( CARBON AND ALLOY STEEL)- TUBES AND PIPES</b>	
2.1	Tensile - Rectangular	600
2.2	Tensile - Round	300
2.3	Tensile - Shoulder	900
2.4	Face/Root Bend	9600
2.5	Macro	4800
2.6	Micro / Ring Micro	3000
2.7	Impact	900
2.8	Flattening / Flaring	900
2.9	Spectral	600
<b>3</b>	<b>TEST COUPONS( CARBON AND ALLOY STEEL)- 91 -150 MM THICK</b>	
3.1	Tensile - Rectangular	160
3.2	Tensile - Round	120
3.3	Bend	80
3.4	Micro	40
3.5	Macro	80
3.6	Impact	120

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<b>4</b>	<b>TEST COUPONS( CARBON AND ALLOY STEEL)- BRANCHES &amp; T- JOINTS</b>	
4.1	Macro	<b>6000</b>
4.2	Micro	<b>3000</b>
<b>5</b>	<b>TEST COUPONS( CARBON AND ALLOY STEEL)- FASTENERS ( STUDS, NUTS,BOLTS ETC)</b>	
5.1	Drillings + Spectral	<b>500</b>
5.2	Tensile	<b>500</b>
5.3	Hardness / Micro	<b>2000</b>
5.4	Proof load	<b>500</b>
<b>6</b>	<b>TEST COUPONS( CARBON AND ALLOY STEEL)- MISCELLENOUS ITEMS (PLATES UPTO THICK 150mm, BARS UPTO <math>\phi</math> 150mm)</b>	
6.1	Tensile- Round	<b>100</b>
6.2	Tensile - Threaded	<b>100</b>
6.3	Impact	<b>120</b>
6.4	Macro	<b>50</b>
6.5	Micro	<b>50</b>
6.6	Bend	<b>75</b>
6.7	Notch preparation in Drop weight specimen	<b>450</b>
<b>7</b>	<b>TEST COUPONS( CARBON AND ALLOY STEEL)- EDGE PREPARATION OF PLATES / PIPES / TUBES</b>	
7.1	Plates & Pipes up to 90mm Thick	<b>1800</b>
<b>B.</b>	<b>TEST COUPONS - STAINLESS STEEL (INCLUDES CLADDING)</b>	
<b>8.</b>	<b>TEST COUPONS - STAINLESS STEEL (INCLUDES CLADDING) PLATES(UPTO 90mm THICK) &amp; BARS UPTO <math>\phi</math> 90mm</b>	
8.1	Tensile - Threaded	<b>225</b>
8.2	Tensile - Rectangular	<b>225</b>
8.3	Tensile HFT / Subsize / Shoulder	<b>150</b>
8.4	Side Bend	<b>450</b>
8.5	Impact	<b>900</b>
8.6	Macro / Hardness	<b>450</b>
8.7	Micro	<b>450</b>
8.8	IGCT	<b>300</b>
8.9	Hot Crack / Test opening	<b>150</b>
8.10	Delta Ferrite	<b>225</b>
8.11	Spectral	<b>225</b>
<b>9.</b>	<b>TEST COUPONS - STAINLESS STEEL (INCLUDES CLADDING) TUBES &amp; PIPES</b>	
9.1	Tensile - Threaded	<b>260</b>
9.2	Tensile - Rectangular	<b>260</b>
9.3	Tensile HFT / Subsize / Shoulder	<b>260</b>

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9.4	Side Bend	520
9.5	Impact	1170
9.6	Macro / Hardness	780
9.7	Micro	780
9.8	IGCT	520
9.9	Flattening / Flaring	520
9.10	Delta Ferrite	390
9.11	Spectral	390
10.	<b>TEST COUPONS - STAINLESS STEEL (INCLUDES CLADDING) BRANCHES WELDS &amp; T-JOINTS</b>	
10.1	Macro	300
10.2	Micro	300
10.3	Fracture	100
11.	<b>TEST COUPONS - STAINLESS STEEL (INCLUDES CLADDING) CLADDED PLATES (UPTO 120mm THICK) &amp; HARD FACE OVERLAY</b>	
11.1	Tensile - Threaded	60
11.2	Tensile - Rectangular	60
11.3	Tensile HFT / Subsize / Shoulder	60
11.4	Side Bend	540
11.5	Impact	180
11.6	Macro / Hardness	480
11.7	Micro	360
11.8	IGCT	360
11.9	Delta Ferrite	120
11.10	Spectral	480
<b>C.</b>	<b>TEST COUPONS - (TITANIUM)</b>	
12	<b>TEST COUPONS - (TITANIUM) PLATES (UPTO 40mm THICK)</b>	
12.1	Tensile - Threaded	60
12.2	Tensile - Rectangular	30
12.3	Tensile HFT / Sub size	60
12.4	Macro / Hardness	120
12.5	Face / Root / Side Bend	180
12.6	Micro	180
12.7	Impact	360
12.8	SCC	60
12.9	Spectral	120
13.	<b>TEST COUPONS - (TITANIUM) TUBES &amp; PIPES</b>	
13.1	Tensile - Rectangular	60
13.2	Tensile - Shoulder / HFT	120
13.3	Face / Root Bend	120
13.4	Macro	120

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13.5	Micro / Ring Micro	240
13.6	Impact	360
13.7	Flattening / Flaring	120
13.8	Spectral / Full tube tensile	120
14	<b>TEST COUPONS - (TITANIUM) BRANCHES WELDS, T-JOINTS &amp; RAW MATERIAL TUBES</b>	
14.1	Macro	800
14.2	Micro	400
14.3	Flattening	2000
14.4	Hydrogen pins (For 2 Nos.)	1000

**B. SCOPE OF WORK**

1. MATERIAL COLLECTION:

1.1. All the test coupons like raw material, welded plates, castings or forgings etc. are to be collected by the vendor at his cost through non-returnable gate pass.

2. TEST SPECIMEN CUTTING AND MACHINING:

2.1. Specimen cutting is to be done by SAW cutting. No thermal cutting is permitted.

2.2. Various number of test specimens as shown under each enquiry Sl.No. are to be cut from the test plate.

2.3. For test specimen cutting sizes, refer the sketches indicated against the each enquiry Sl.No. The specimen drawings indicated are subjected to revision, as on when required. Revised copies shall be made available to qualified vendors.

2.4. Proper identification and Customer seals are to be transferred/preserved after specimen cutting, as required.

2.5. Machining operations like Turning, Milling, Surface Grinding and Notch broaching (wherever applicable) are to be carried out as per the test specimen preparation sketches shown against each enquiry no.

3. INSPECTION:

3.1. Inspection of the prepared specimens has to be carried at the subcontractor's location prior to dispatch. The detailed Inspection report has to be produced along with delivery challan.

Contractor Signature

Contractor Seal

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3.2. Inspection of the specimens may be carried out by BHEL, Plant Lab and/or authorized Inspection agencies at the vendor works and the recorded results shall be maintained in a register.

4. DELIVERY:

4.1. Prepared specimens and the balance materials with proper identifications are to be dispatched to Plant Laboratory through Delivery Challan along with Dimensional Report. Test specimens are to be completed within the target days as specified in Table 1. Description & type of test coupon/specimens shall be specified in work indent.

4.2. The cost incurred in delivering the prepared specimens shall be borne by the subcontractor and BHEL is not accountable for the same.

4.3. An employee of the subcontractor, other than the driver of the vehicle used for delivery of specimens, has to accompany the vehicle and ensure proper delivery of specimen without any deviation from specimen drawings/ work indent raised.

4.4. Rate per specimen and the sub total/job as in the format should be quoted for each Sl.No.

4.5. This is a two year rate contract and is valid up to two Years (for loading of jobs) from the date of award.

4.6. Purchase orders placement, material accounting, bills processing and allied activities will be carried out by the Plant Laboratory.

4.7. Bank guarantee deposit for an amount as indicated in Terms and Conditions (enclosed) to be made prior to the release of purchase order from Plant Laboratory.

Table 1 - Target days

No.	Description of Job	Target in Hours	Extra time
1	Tubes & pipes	48 Hrs. (max. of 4 samples)	24 Hrs. for extra 2 samples.
2	Plates up to 150mm Thickness. (Excluding Boiler drum plate)	72 Hrs. per 500mm Length	48 Hrs. for extra 500mm Length.
3	Boiler drum plate*	24 Hrs. for a set of 3 plates	24 Hrs. for extra one plate.
4	Branch welds	120 Hrs. for 90 Samples	24 Hrs. for extra 20 samples

\* Boiler drum plate shall be indicated in the work indent. The countdown for preparation starts from the time of raising the work indent.

Contractor Signature

Contractor Seal

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NOTE:

1. The target specified in the table above is to be followed at all times. However, as on when required, priority for any of the test coupons may be fixed by mutual agreement with the vendor.
2. Considering the difficulty in machining Stainless Steel and other high strength materials, an additional time factor of 50% may be applied in all such cases, wherever applicable.
3. For any other test coupon, not listed in the table above, a target time shall be arrived on by mutual agreement.

**C. TECHNICAL TERMS & CONDITIONS**

1. ACCEPTANCE OF THE PURCHASE ORDER:

1.1. In the absence of any objection received from the Subcontractor within 15 days after the receipt of our Purchase Order, it will be assumed that the order is fully accepted by the Subcontractor.

1.2. Any difficulty in handling, machining or constraints applicable to the same are to be informed to BHEL before acceptance of PO and such constraints to be resolved without affecting the delivery of the specimens. In the event of delay due to such constraints, Liquidated Damages as per clause 13.0 will be applied and no justification, of any sort, will be accepted.

2. ISSUE OF RAW MATERIALS:

2.1. The raw materials, issued for preparing test specimens, have be collected from BHEL at the subcontractor's cost.

2.2. While collecting materials from BHEL, Subcontractors shall check-up for the correct size, specification and quantity of the materials as per the entry in the Non-returnable Gate Pass/Drawing requirement.

2.3. If any shortage, deviations and damage in the raw materials is noticed, the same shall be communicated to Plant Lab immediately.

2.4. If the issued material is not sufficient to prepare specimens, the same is to be immediately reported to Plant Laboratory with details for further issue of materials.

2.5. Attestation procedures are to be followed wherever required. The subcontractor should ensure safety, proper storage & preservation of raw materials/goods issued by BHEL for easy traceability.

Contractor Signature

Contractor Seal

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**3. GAUGES AND MEASURING INSTRUMENTS:**

3.1. All standard Gauges & Measuring Instruments are to be possessed by the subcontractor, which are duly calibrated by approved agency. Periodic calibration should be carried out as per the recommendations of BHEL.

3.2. The list of all standard Gauges & Measuring Instruments are to be supplied to BHEL during tendering stage/ during pre-bid inspection for technical evaluation.

3.3. Before using Gauges/Measuring instruments for the manufacture/inspection of the components, it should be ensured that the calibration is not overdue.

**4. PROVISION OF ADEQUATE SAFETY MEASURES:**

4.1. The subcontractor shall maintain and ensure necessary safety measures with respect to plant, machinery and personnel at his works, as required for manufacturing, visits of BHEL personnel and inspection of the job. If any equipment is found not complying with proper safety requirements/conditions, then BHEL may withhold visit/inspection or instruct stoppage of work till the desired safety requirements are met.

**5. MANUFACTURE OF COMPONENTS:**

5.1. The subcontractor shall be able to prepare and supply all types of specimens specified in the tender and he should ensure the availability of all the Drawing/Quality documents provided by BHEL, Plant Lab.

5.2. The specimens mentioned in our Enquiry and Purchase Order shall be strictly prepared as per the scope and as per our Drawing/Quality documents. Any deviation observed from the Drawing/Quality documents may attract Liquidated Damage.

**6. PROGRESS REPORT:**

6.1. The subcontractor's performance will be evaluated based on the performance against the delivery commitments and also with respect to response of the subcontractor and quality of the components.

6.2. BHEL may cancel/withhold the contract at any point of time during the contract period if periodic deviations or inability of the contractor in preparation and supply of specimens as per the applicable Drawing/Quality documents as specified in the tender.

**7. MARKING:**

7.1. Proper Identification number shall be punched on the specimens and balance material. TPI stamping, if already available, shall be preserved on all specimens including balance material.

Contractor Signature

Contractor Seal

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8. TERMS OF DELIVERY FOR FINISHED TEST SPECIMENS:

8.1. Final test specimens shall be delivered at Plant Laboratory along with the Dimensional Report of the prepared specimens and Delivery Challan at subcontractor's cost.

8.2. The Delivery Challan should be prepared for each MTL/INV/NS nos. separately.

8.3. The consignment should accompany 3 copies of IR and 6 copies of Delivery Challan giving reference Nos. and number of items dispatched. Plant laboratory will give acknowledgement on 3 copies of Delivery Challan for having received the items and for billing purpose.

8.4. Without the above documents, test specimens will not be accepted by BHEL and hence the above points shall be carefully noted to avoid delays in acceptance of any item and the subsequent payment.

9. PAYMENT:

9.1. Payment will be made for 100% for the supplies made against your invoices in triplicate and 2 copies of Inspection Report (IR) supported by 2 copies of Delivery Challan acknowledged by Executives of Plant Lab.

9.2. Specimens delivered at BHEL, Plant Lab with deviations w.r.t Drawings/Quality documents specified by BHEL will not be accepted and no payment shall be made for the same.

9.3. Other payments like third party inspection charges will be borne by BHEL, if necessary.

9.4. The invoice shall be addressed to DGM/Plant Laboratory.

10. ACCOUNTAL OF RAW MATERIALS:

10.1. Balance material will be accounted on completion of the order. Excess/balance material will have to be returned to Plant Laboratory by subcontractor immediately through DC.

10.2. BHEL does not assume responsibility for the raw materials from the time of receipt by subcontractor till the delivery of balance material to BHEL.

10.3. Subcontractors are expected to exercise caution while working with certain test coupons which are very expensive and sensitive to certain machining / material handling processes. As the type of materials are known prior to award of contract, they are advised to refrain from any sort of unconventional machining / material handling practices.

Contractor Signature

Contractor Seal

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

**ANNEXURE-IC**

**Name of Vendor:**

**GENERAL TERMS & CONDITIONS OF CONTRACT**

**1. Definition:**

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

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

Contractor Signature

Contractor Seal

**Name of Woks:** RATE CONTRACT FOR SPECIMEN PREPARATION OF RAW MATERIALS (TEST COUPONS) FOR PLANT LAB AT BHEL TRICHY FOR 2016-18.

**Enquiry No:** BHEL: WCM: SPECIMEN PREP: PL / 31.03.2016

**2. Heading to the Contract Conditions:**

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

**3. Work To Be Carried Out:**

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

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

**4. Deviations:**

The contractor shall carry out any Scope of work as per instructions of Executing official.

**5. Assignment of Transfer of Contract:**

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

**6. Sub-Contract:**

The Contractor shall not sublet any portion of the contract without the prior written approval of the BHEL.

**7. Compliance to Regulations and Bye-Laws:**

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

**8. Security Deposit:**

(1) Security Deposit should be paid by the contractor. The Security Deposit rate will be as follows:

a)	Up to Rs. 10 Lakhs	10% of PO Value
b)	Above Rs.10 Lakh & Up to Rs. 50 Lakhs	Rs. 1 Lakh + 7.5% of the amount exceeding Rs. 10 Lakhs
c)	Above Rs.50 Lakh	Rs.4 Lakh + 5% of the amount exceeding Rs. 50 Lakhs

The Earnest Money paid at the time of tender will be adjusted as part of the Security Deposit to a level of 50% of contract value before start of the work and the balance amount recovered by deduction from the running bills of the contractor at the rates mentioned above.

Contractor Signature

Contractor Seal

**Name of Woks:** RATE CONTRACT FOR SPECIMEN PREPARATION OF RAW MATERIALS (TEST COUPONS) FOR PLANT LAB AT BHEL TRICHY FOR 2016-18.

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Security Deposit shall not be refunded except in accordance with the terms of Security Bond or Agreement. Security Deposit may be furnished in anyone of the following terms:

- i) Cash.
- ii) Cash Deposit receipt, Pay Order, Demand Draft duly pledged in favour of BHEL.
- iii) Post Office cash certificate, National Savings. Certificates, Treasury Savings Deposit Certificates, National Plan Savings Certificates, 12 Years National Defence Certificates and 10 Years Defence Deposit certificates.
- iv) Fixed Deposit Receipt issued by State Bank of India / Nationalised Banks.
- v) Bank Guarantee shall be accepted to a value of 50% of the calculated Security Deposit amount only and 50% of Security Deposit shall be in anyone of the form as mentioned above from Sl. No. (I to VI).
- vi) The Bank Guarantee shall be kept valid until the due date for refund of Security Deposit.

No interest shall be allowed on Security Deposit. BHEL shall not be responsible for any loss of securities due to liquidation for any other reasons, whatsoever or any depreciation in the value of the securities while in their charge or for any loss of interest thereon.

All compensation or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or realised by the sale of the securities or from the interest arising there from or from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall, within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.

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

**9. Orders under the Contract:**

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

Contractor shall be deemed to have included in his tender price of all the plant, machinery and appliances required for the purpose of all operations connected with the work embraced under the contract to secure a satisfactory quality of work and rate of progress which in the opinion of the " Contract Signing Officer" will ensure the completion of the work within the time specified. BHEL is having every right to split the schedule and to award the work to single or many parties on the lowest offered rates basis. This is a time bound contract for period mentioned, and does not envisage any extension of time / period.

Contractor Signature

Contractor Seal

**Name of Woks:** RATE CONTRACT FOR SPECIMEN PREPARATION OF RAW MATERIALS (TEST COUPONS) FOR PLANT LAB AT BHEL TRICHY FOR 2016-18.

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**10. Contractor's Supervision:**

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

**11. Precautions against Risk:**

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

**12. Damage & Loss to Private Property & Injury to workmen:**

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

**13. Laws Governing the Contract:**

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

**14. Cancellation of Contract for Corrupt Acts:**

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

Contractor Signature

Contractor Seal

**Name of Woks:** RATE CONTRACT FOR SPECIMEN PREPARATION OF RAW MATERIALS (TEST COUPONS) FOR PLANT LAB AT BHEL TRICHY FOR 2016-18.

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If the Contractor shall:

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

OR

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

OR

c) To obtain a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

**15. Cancellation of Contract for Insolvency Assignment of Transfer or Subletting Of Contract:**

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

If the Contractor,

a) Being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors.

OR

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

OR

c) Assigns, Transfers, Sublets or attempts to assign, transfer or sublet any portion of the work without the prior written approval of the BHEL.

d) Whenever BHEL exercises the authority to cancel the contract under these conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by the respective area **AGM**) being less than the contract cost, the advantage shall accrue to BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by the respective area **AGM** or the same shall be recovered from the Contractor by other means.

Contractor Signature

Contractor Seal

**Name of Woks:** RATE CONTRACT FOR SPECIMEN PREPARATION OF RAW MATERIALS (TEST COUPONS) FOR PLANT LAB AT BHEL TRICHY FOR 2016-18.

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

f) Labour engaged by the contractor should be disciplined & exhibit good behaviour in dealing with employees of BHEL. Any misbehaviour or conduct of any person engaged by the contractor is not good, contractor shall change that person immediately or else it may even lead to termination of the contract & security deposit will be forfeited as penalty.

**16. Cancellation of Contract In Part or Full for Contractor's Default:**

If the contractor:

a) makes default in carrying out the work as directed and continues in that state after a reasonable notice from the respective area **AGM** or his authorized representative:

b) fails to comply with any of the terms & conditions of the contract or after reasonable notice in writing with orders properly issued thereunder:

c) BHEL, May without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or c only such work order or items of work in default from the contract. Whenever BHEL exercises the authority to cancel the contract as a whole or part under this condition, BHEL may complete the work at the contractor's risk and cost (as certified by the respective area **AGM** which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL. If the cost exceeds the money due to the Contractor under this contract, the Contractor shall either pay the excess amount ordered by the respective area **AGM** or the same shall be recovered from the Contractor by other means. In case BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the respective area **AGM** whose decision shall be final and conclusive.

**17. Termination of Contract on Death of Contractor:**

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

Contractor Signature

Contractor Seal

**Name of Woks:** RATE CONTRACT FOR SPECIMEN PREPARATION OF RAW MATERIALS (TEST COUPONS) FOR PLANT LAB AT BHEL TRICHY FOR 2016-18.

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**18. Special Power to Termination:**

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

**19. Submission and Processing Of Bills:**

**Payment of Bills:**

1. 100% payment will be made after completion of work on pro-rata basis on acceptance and certification of bills by BHEL Engineer.
2. Payment shall be made against Certification by concerned BHEL-Trichy official.

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

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

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

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

**21. Recovery from Contractor:**

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

Contractor Signature

Contractor Seal

**Name of Woks:** RATE CONTRACT FOR SPECIMEN PREPARATION OF RAW MATERIALS (TEST COUPONS) FOR PLANT LAB AT BHEL TRICHY FOR 2016-18.

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**22. Post- Technical Audit of Work and Bills:**

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

**23. Refund of Security Deposit:**

The Security Deposit mentioned in condition 10 above may be refunded to the Contractor after a period of 6 months on termination or expiry of the contract provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

**24. Force Majeure Clause:**

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earthquake etc. ) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence there for neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the Manager /Stores/Valves subject to prompt notification by the contractor.

**25. Arbitration:**

All disputes between the parties to the contract, arising out of or relating to the contract, other than those for which the decision of the respective area **AGM** or Accepting Officer or any other person is by the contract expressed to be final and conclusive shall after written notice by either party to the contract to the other party be referred to the sole Arbitration of GENERAL MANAGER or other Officer of BHEL appointed as Arbitrator, by the GENERAL MANAGER of BHEL in his sole discretion. Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the contract. The venue of Arbitration shall be such a place or places, as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract.

**26. Signing Of Contract:**

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

Contractor Signature

Contractor Seal

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**27. LIQUIDATED DAMAGES (LD)/PENALTY:**

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

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

**28. Biometric Entry/Exit System for Contract Workmen:**

1. The Entry/Exit of the contract workmen is to be regulated only through Biometric system.
2. The Contractor initially will be issued with a temporary gang pass for his/her contract workmen for a period of ten days.
3. The contractor should arrange photo coverage for all his/her workmen within the above stipulated time.
4. The contractor has to submit FORM-I for all his/her contract workmen. All the particulars required in FORM-I are to be provided by the contractor without fail.
5. The contractor should educate the contract workmen in registering the attendance through the system.
6. Whenever a contract workman migrates or leaves service, the contractor has to surrender the biometric card of the particular contract workman to Contract Cell with immediate effect.
7. If a contract workman having biometric card joins another contractor, the contractor who engages them, has to intimate contract cell along with the biometric card for switching over the contract workmen from the earlier contractor to the present contractor.
8. On completion of the work, the contractor has to surrender all the biometric cards immediately to the contract cell. Otherwise, an amount of Rs.100/- per card will be deducted from the final bill/security deposit of the contractor.
9. If any contract workmen lose his/her card, the contractor shall arrange a duplicate card for the workmen by paying an amount of Rs.100/-.
10. The Contractor is totally responsible for the biometric cards issued to his/her contract workmen.
11. The Contractor has to indemnify BHEL for all the damages and loses caused by his/her workmen.

**29. Common Terms and Conditions for Works Contract relevant to Safety:**

1. All the Contract employees should be trained on Safety and certified by Safety/BHEL New employees should undergo Safety Training before take up the work, without Safety Training no contract person is allowed to do any work.
2. Use of cell phones and other mobile electronic devices (including hands-free devices) in the work spot and during the operation of a vehicle in the BHEL premises is prohibited.
3. Contractor employees working on BHEL premises must wear appropriate personal protective equipment. Strict adherence to all required Personal Protective Equipment (Helmet, Safety Shoes and Goggles) are mandatory, specific PPE requirements will be based on job type or tasks performed.

Contractor Signature

Contractor Seal

**Enquiry No:** BHEL: WCM: SPECIMEN PREP: PL / 31.03.2016

4. Excessively loose-clothing, dhoti/Lungi is prohibited especially around rotating or moving equipment.
5. The contractors work area should be kept clean and orderly, free of clutter and trash, so that work may proceed in a safe and orderly manner. Tools should be safely positioned during use and promptly put away when no longer required.
6. Fire-fighting, emergency shutdown devices, and life-saving equipment, should not be blocked by the contractors and access to the path to this equipment should be maintained at all times.
7. Only approved equipment should be used in locations where flammable mixtures are present. A Hot Work Permit is required when open flames, or electric arcs are in the work area and while handling flammable materials.
8. Smoking is not allowed in work area.
9. BHEL operate under a comprehensive Emergency Response Plan.
10. Contractors should be aware of the site Emergency Response Plan and communicate that plan to all their employees.
11. It is recommended that the contractor should know & display the emergency phone numbers like Fire, Ambulance, Safety, Security etc. at their work area.
12. It is the responsibility of the contractor to understand and use the appropriate Work Permits and to verify any permit requirements at the location. Contractor must make necessary arrangements with their Representative to acquire appropriate authorization to perform those operations at the site.
1. Also the contract will be executed through other contractors and any additional cost incurred will be recovered from any of their dues.

### **30. FRAUD PREVENTION POLICY**

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

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

### **31. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:**

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

### **32. RISK PURCHASE:**

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

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

Contractor Signature

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Contractor Seal

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

ANNEXURE-ID

**Name of Vendor:**

### **SPECIAL TERMS & CONDITIONS OF CONTRACT**

#### **1.0 CRITERIA FOR AWARD OF WORK:**

The evaluation of Offer for award of work shall be on the basis of "Total Cost to BHEL".  
The criteria for award of work shall be overall L1 basis.

#### **2.0 FINALIZATION OF CONTRACT BY ADOPTING "REVERSE AUCTION":**

**2.1** "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.

**2.2** 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 tempering of the tender process and will invite action by BHEL as per extant guidelines in vogue."

**2.3** The business rules for Reverse Auction (RA) are as follows:

- i) Technically and Commercially acceptable Bidders shall only be eligible to participate in the Reverse Auction.
- ii) BHEL shall engage the services of a Service Provider, who shall extend all necessary training and assistance before commencement of ON-LINE-BIDDING through Internet, at NO extra-cost to the Bidders.
- iii) Eligible Bidders shall be informed in writing, about the details of Service Provider, to enable Vendors to contact the Service Provider and get trained.
- iv) Event Date, Time, Start Price, Bid Decrement, Time-Extensions, etc. shall also be communicated through the Service Provider for compliance by Bidders.
- v) Vendors have to FAX the Compliance Form, before start of RA. Without furnishing the above Compliance Form, Bidders shall not be eligible to participate in the RA.

Contractor Signature

Contractor Seal

**Name of Woks:** RATE CONTRACT FOR SPECIMEN PREPARATION OF RAW MATERIALS (TEST COUPONS) FOR PLANT LAB AT BHEL TRICHY FOR 2016-18.

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vi) BHEL shall provide the calculation sheet through the Service Provider, which shall be helpful to arrive at "TOTAL COST to BHEL", like Packing and Forwarding Charges, Taxes and Duties, Freight Charges, Insurance, Service Tax and other loading factors (for non-compliance to BHEL Standard Commercial Terms and Conditions), for each of the Bidder, to enable them to fill in the price and keep it ready for inputting data during the RA.

vii) RA shall be conducted on a pre-determined Date and Time.

vii) At the end of RA, the lowest Bid Value will be known on the Network.

viii) Lowest Bidder has to FAX the Prescribed Format, duly filled in and signed in, as provided, on a case-to-case basis, to the Service Provider, within 24 Hours of RA without fail.

ix) Any variation between the ON-LINE Bid Value and the signed document will be considered as unethical the Tender process and will invite disqualification of Bidder, for further business dealings with BHEL as per the prevailing procedure.

**3.0 SPLITTING OF CONTRACT:**

**3.1** The work shall be divided amongst vendors agreeing to match their rate to that of L1 as per their merit.

**3.2** The number of vendors amongst whom contract will be divided will be as per Tender Notice. In case nothing been spelt about tender splitting it shall be assumed that No splitting is proposed.

**3.3** Following procedure shall be followed for splitting the contract:

i) The L1 rate shall be counter offered to technically qualified vendors for their acceptance based on their merit and the proposed no. of splitting of contract.

ii) The contract shall be divided amongst the vendors giving acceptance to counter offered rates.

iii) H1 vendor shall not be considered for counter offering of L1 rate for acceptance.

**3.4** The splitting of contract amongst vendors who accept the counter offered rates shall be done as follows:

Sl No:	No. of vendors agreed for matching their rate to L1 rate:	% of Contract Value to be awarded to L1	% of Contract Value to be awarded to L2
Case 1:	1	60 %	40%
Case 2:	0	100 %	NA

Contractor Signature

Contractor Seal

**Name of Woks:** RATE CONTRACT FOR SPECIMEN PREPARATION OF RAW MATERIALS (TEST COUPONS) FOR PLANT LAB AT BHEL TRICHY FOR 2016-18.

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**PART-II (PRICE BID)**

**ANNEXURE-II**

Sl. No.	Job Description	Qty. (No.) (a)	Rate per Qty. (₹/No.) (In figure) (b)	Rate per Qty. (₹/No.) (In Words)	Total (₹) (c=a*b)
<b>A</b>	<b>TEST COUPONS ( CARBON AND ALLOY STEEL)</b>				
<b>1.</b>	<b>TEST COUPONS( CARBON AND ALLOY STEEL)- PLATES ( UP TO 9 MM THICKNESS ) &amp; BARS ( UP TO Ø90 MM)</b>				
1.1	Tensile - Threaded	450			
1.2	Tensile - Round	900			
1.3	Tensile - Rectangular	5400			
1.4	Tensile -HFT/Subsize	450			
1.5	Face/Root Bend	1350			
1.6	Side Bend	1350			
1.7	Macro/Hardness	5400			
1.8	Micro	900			
1.9	Impact	1350			
1.10	Pellini Drop weight	450			
1.11	Spectral	450			
<b>2</b>	<b>TEST COUPONS( CARBON AND ALLOY STEEL)- TUBES AND PIPES</b>				
2.1	Tensile - Rectangular	600			
2.2	Tensile - Round	300			
2.3	Tensile - Shoulder	900			

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2.4	Face/Root Bend	9600			
2.5	Macro	4800			
2.6	Micro / Ring Micro	3000			
2.7	Impact	900			
2.8	Flattening / Flaring	900			
2.9	Spectral	600			
<b>3</b>	<b>TEST COUPONS( CARBON AND ALLOY STEEL)- 91 -150 MM THICK</b>				
3.1	Tensile - Rectangular	160			
3.2	Tensile - Round	120			
3.3	Bend	80			
3.4	Micro	40			
3.5	Macro	80			
3.6	Impact	120			
<b>4</b>	<b>TEST COUPONS( CARBON AND ALLOY STEEL)- BRANCHES &amp; T- JOINTS</b>				
4.1	Macro	6000			
4.2	Micro	3000			
<b>5</b>	<b>TEST COUPONS( CARBON AND ALLOY STEEL)- FASTENERS ( STUDS, NUTS,BOLTS ETC)</b>				
5.1	Drillings + Spectral	500			
5.2	Tensile	500			
5.3	Hardness / Micro	2000			

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5.4	Proof load	500			
6	<b>TEST COUPONS( CARBON AND ALLOY STEEL)- MISCELLENOUS ITEMS (PLATES UPTO THICK 150mm, BARS UPTO <math>\phi</math> 150mm)</b>				
6.1	Tensile- Round	100			
6.2	Tensile - Threaded	100			
6.3	Impact	120			
6.4	Macro	50			
6.5	Micro	50			
6.6	Bend	75			
6.7	Notch preparation in Drop weight specimen	450			
7	<b>TEST COUPONS( CARBON AND ALLOY STEEL)- EDGE PREPARATION OF PLATES / PIPES / TUBES</b>				
7.1	Plates & Pipes up to 90mm Thick	1800			
<b>B.</b>	<b>TEST COUPONS - STAINLESS STEEL (INCLUDES CLADDING)</b>				
8.	<b>TEST COUPONS - STAINLESS STEEL (INCLUDES CLADDING) PLATES(UPTO 90mm THICK) &amp; BARS UPTO <math>\phi</math> 90mm</b>				
8.1	Tensile - Threaded	225			
8.2	Tensile - Rectangular	225			
8.3	Tensile HFT / Subsize / Shoulder	150			
8.4	Side Bend	450			
8.5	Impact	900			

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8.6	Macro / Hardness	450			
8.7	Micro	450			
8.8	IGCT	300			
8.9	Hot Crack / Test opening	150			
8.10	Delta Ferrite	225			
8.11	Spectral	225			
9.	<b>TEST COUPONS - STAINLESS STEEL (INCLUDES CLADDING) TUBES &amp; PIPES</b>				
9.1	Tensile - Threaded	260			
9.2	Tensile - Rectangular	260			
9.3	Tensile HFT / Subsize / Shoulder	260			
9.4	Side Bend	520			
9.5	Impact	1170			
9.6	Macro / Hardness	780			
9.7	Micro	780			
9.8	IGCT	520			
9.9	Flattening / Flaring	520			
9.10	Delta Ferrite	390			
9.11	Spectral	390			

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10.	<b>TEST COUPONS - STAINLESS STEEL (INCLUDES CLADDING) BRANCHES WELDS &amp; T-JOINTS</b>				
10.1	Macro	300			
10.2	Micro	300			
10.3	Fracture	100			
11.	<b>TEST COUPONS - STAINLESS STEEL (INCLUDES CLADDING) CLADDED PLATES (UPTO 120mm THICK) &amp; HARD FACE OVERLAY</b>				
11.1	Tensile - Threaded	60			
11.2	Tensile - Rectangular	60			
11.3	Tensile HFT / Subsize / Shoulder	60			
11.4	Side Bend	540			
11.5	Impact	180			
11.6	Macro / Hardness	480			
11.7	Micro	360			
11.8	IGCT	360			
11.9	Delta Ferrite	120			
11.10	Spectral	480			
<b>C.</b>	<b>TEST COUPONS - (TITANIUM)</b>				
12	<b>TEST COUPONS - (TITANIUM) PLATES (UPTO 40mm THICK)</b>				
12.1	Tensile - Threaded	60			

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12.2	Tensile - Rectangular	30			
12.3	Tensile HFT / Subsize	60			
12.4	Face / Root / Side bend	120			
12.5	Macro / Hardness	180			
12.6	Micro	180			
12.7	Impact	360			
12.8	SCC	60			
12.9	Spectral	120			
13.	<b>TEST COUPONS - (TITANIUM) TUBES &amp; PIPES</b>				
13.1	Tensile - Rectangular	60			
13.2	Tensile - Shoulder / HFT	120			
13.3	Face / Root Bend	120			
13.4	Macro	120			
13.5	Micro / Ring Micro	240			
13.6	Impact	360			
13.7	Flattening / Flaring	120			
13.8	Spectral / Full tube tensile	120			
14	<b>TEST COUPONS - (TITANIUM) BRANCHES WELDS, T-JOINTS &amp; RAW MATERIAL TUBES</b>				
14.1	Macro	800			

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14.2	Micro	400			
14.3	Flattening	2000			
14.4	Hydrogen pins (For 2 Nos.)	1000			
<b>Total( Excluding taxes )</b>					₹
<b>Service Tax @ ..... %</b>					₹
<b>Total ( Inclusive of taxes )</b>					₹

**NOTES**

1. Rates should be quoted in figures and words and are to be identical, if not the prices in the words will be considered as correct and the same shall be valid and binding.
2. The rate quoted shall remain firm and valid for a period of two year and no extra payment will be reimbursed to the contractor by BHEL. Any increase of DA/ wages to the contract labor shall be absorbed by the contractor themselves during the period of contract.

Contractor Signature

Contractor Seal