

Name of Woks: WORKS CONTRACT FOR MAINTENANCE & CALIBARTION OF MECHANICAL TESTING EQUIPMENTS OF PLANT LAB AT BHEL, TRICHY FOR 2016-17.

Enquiry No: 9241600101 / 10.06.2016

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

NOTICE INVITING TENDER

1.	Tender Ref No:	9241600101 / 10.06.2016
2.	Name of works	WORKS CONTRACT FOR MAINTENANCE & CALIBRATION OF MECHANICAL TESTING EQUIPMENTS OF PLANT LAB AT BHEL, TRICHY FOR 2016-17.
3.	Location of work	PLANT LAB AT BHEL, TRICHY.
4.	Period of contract	13 months from the date of award of contract.
5.	Earnest Money Deposit	₹ Nil.
6.	Tender Document details	A] Technical Bid Part-1A (Technical Bid-Qualifying Criteria) - 01 Page. Part-1B (Scope of Work & Technical Terms & Conditions) - 02 Pages. Part-1C (General Terms & Conditions of Contract) - 10 Pages B] Price Bid Part-2 (Price bid) - 01 Page.
7.	Place of Submission of Tender Document along with EMD	Tender Drop Box at Works Contracts Management (WCM) Building 53, First Floor, BHEL, High Pressure Boiler Plant, Trichy - 620 014
8.	Last Date for Receipt of Tender	05.07.2016 / 10:00 Hrs.
9.	Date of Techno Commercial Bid Opening	05.07.2016 / 10:30 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 10.00 Hrs. on 05-07-2016 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 10.30 (IST) on 05-07-2016 at Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014. BHEL is not responsible for any postal delay.

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

- a. The First envelope shall be sealed and super scribed as Part-I (Technical Bid for NIT/Enquiry No.)
 - b. The Second 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 two envelopes shall be kept into one cover and sealed also super scribed the NIT/Enquiry No. The Techno Commercial Bid will be opened on 05-07-2016 at 10.30 Hrs. (IST).

Note:

1. The contract will be awarded for a period of 13 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. The evaluation of Offer for award of work shall be on the basis of "Total Cost to BHEL".
5. **Criteria for award of work shall be overall L1 (Package) basis.**
6. BHEL reserves the right to increase or decrease the tendered quantity.
7. **BHEL does not guarantee ordering of any minimum quantity.**
8. 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.
9. 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.
10. 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 Company/ Firm	
2.	Address	
3.	Phone No.	
4.	E-mail Address	
5.	Details (Name, Contact No. & email id) of Contact person for communication related to Tender.	
6.	BHEL Vendor Code (If any)	

B: Qualifying Criteria:

Sl. No.	Qualifying Criteria	DETAILS
1.	The bidder shall be a company registered with The Registrar of companies or shall be a Proprietary firm with valid registration. (Documentary proof to be attached)	
2.	The bidder shall have either valid NABL accreditation in the discipline of Mechanical Calibration or shall render the services of laboratory having valid NABL accreditation for Mechanical Calibration. (Valid NABL accreditation Certificate of Firm or laboratory from where service will be taken to be attached)	
3.	Company / Firm shall depute Service Engineers /Personnel having experience of more than two years in relevant field. [Details (Name, Designation , Area of specialization and no. of years of experience) of at least two persons to be attached]	
4.	Service Tax Registration No: (Document to be attached)	
5.	PAN Details (Document to be attached)	
6.	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 (BOQ) & TECHNICAL DESCRIPTION OF MACHINES

Sl. No.	Type of equipment	Model and Range	Addl. Details of the equipment	Parameters to be checked	Calibration standards to be followed
1	Universal testing machine	ZD-100; 0-1000kN	Manual control. Both analogue and digital display.	Force	IS 1828
2	Universal testing machine	UTE-40; 0-400kN	PC controlled	Force	IS 1828
3	Universal testing machine	MTS; 1000kN	PC controlled	Force	IS 1828
4	Tensile testing machine	STS-135; 0-50kN	PC controlled	Force	IS 1828
5	Tensile testing machine	HFT; 0-20kN	With Microprocessor system	Force	IS 1828
6	Universal hardness testing machine	Karl Frank Type 532; 0-250kgf	Dead weight, Manual indentation measurement	HBW, HV, HRB & HRC	ASTM E10/E18/E3 84/IS 2281/1754/1586
7	Digital Rockwell hardness testing machine	Wolpert; MRD-C	Digital display	HRA, HRB & HRC	ASTM E18/IS 1586
8	Universal hardness testing machine	Instron Wolpert-Type DIATESTOR 722	Dead weight, Manual indentation measurement	HBW, HV, HRB & HRC	ASTM E10/E18/E3 84/IS 2281/1754/1586
9	Charpy Impact testing machine	FIE IT-30; 0-300J	Analogue display	Impact energy. Both direct and indirect verification (samples provided by us)	IS 3766/ISO 148-2
10	Charpy Impact testing machine	Tinius Olsen; 0-36.5kgfm	Analogue and digital display	Impact energy. Both direct and indirect verification (samples provided by us)	ASTM E23
11	Electronic extensometer	Model:3542-025M-050-ST; 0-25mm gauge length	Digital	Displacement	ASTM E83
12	Drop weight tester	Instron	---	Only Height and weight calibration to be done	ASTM E208

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B.SCOPE OF WORK:

B.1 The maintenance services will consist of

- Periodical maintenance (Preventive maintenance and Breakdown maintenance) of testing machines (as per Bill of quantity (BOQ)) located at Mechanical section of Plant laboratory of BHEL, Trichy.
- Calibration of testing machines as per standards listed in Bill of quantity (BOQ).
- Calibration service shall be obtained from NABL accredited labs only.
- If any spares needs to be replaced during the contract period, the same shall be replaced. Cost of spares will be borne by BHEL.
- The maintenance will also include proper cleaning/oiling machines, repairs and replacement of defective/damaged parts, components and other accessories.
- Breakdown visit shall also be included in the contract apart from periodical maintenance visit.

B.2 The contract will be valid for one year from award of work.

B.3 Preventive maintenance shall be done once in 4 months. Date of calibration will be communicated to the agency ten days in advance. No. of Preventive maintenance services shall be three apart from one breakdown visit.

B.4 Machines that cannot be fixed by the agency due to non-availability of spares or obsolete technology will be withdrawn from the maintenance contract. The decision of BHEL regarding non availability and obsolete technology will be final.

B.5 No transportation charges, what so ever shall be paid by BHEL for any type of services.

C. PAYMENT TERMS AND CONDITION

C.1 The payment to the agency will be made on half yearly basis at the end of six months after the submission of invoice along with PF/ESI details of the employee handled the machine. TDS, Service Tax, and any other tax as applicable as per prevailing rates will be deducted before making the payment. If service tax has been paid by the agency, proof of same is required with the invoice to avoid deduction from our end.

C.2 The maintenance charges quoted by the agency per item shall be on yearly basis. No escalation of prices shall be permitted on any ground. Applicable taxes to be shown separately.

C.3 Final Payment will be made only after the issue of NABL calibration certificates for all of the machines calibrated.

D.CALIBRATION CERTIFICATE

D.1 Calibration certificates shall be issued only by NABL accredited laboratories or any other similar international accredited laboratories.

E. TIME /DELIVERY SCHEDULE FOR CONTRACT

E.1 First Preventive maintenance shall be conducted within one month of award of Work.

E.2 Second Preventive maintenance shall be conducted within 4 months of First Preventive maintenance.

E.3 Third Preventive maintenance shall be conducted within 4 months of second Preventive maintenance.

E.4 Breakdown maintenance shall be conducted within 5 days of reporting breakdown.

E.5 Calibration shall be conducted within 10 days of intimation for calibration.

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, meaning hereby assigned to them, except where the context otherwise requires:

- a) The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "Work" means, the work described in the tender documents in individual work orders as may be issued from time to time to the contractor by the Officer-In charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- c) The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- d) "The Officer-In charge" means, the Officer deputed by the respective area **HOD** to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction of the respective area **HOD** or person deputed by him for the particular purposes.
- f) "BHARAT HEAVY ELECTRICALS LIMITED" (hereinafter referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or, other Administrative Officer of the said Company including 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

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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

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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

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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 HOD shall have full powers and without assigning any reason, requires the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

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 **HOD** and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL 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.

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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 a rise which entitle the Court or debenture holders to appoint a receiver or Manager.

OR

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

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

Contractor Signature

Contractor Seal

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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 **HOD** whose decision shall be final and conclusive.

f) Labour engaged by the contractor should be disciplined & exhibit good behaviour in dealing with employees of BHEL. Any misbehaviour or 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 **HOD** 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 **HOD** which is final and conclusive) being less than the contract cost, the advantage shall accrue to BHEL. If the cost exceeds the money due to the Contractor under this contract, the Contractor shall either pay the excess amount ordered by the respective area **HOD** or the same shall be recovered from the Contractor by other means. In case BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the respective area **HOD** whose decision shall be final and conclusive.

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

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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 **HOD** shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

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 **HOD** separately details of their claims for the work done by them up to and including the previous month which are not covered by their contract agreement in any of the following respects:

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

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

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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 **HOD** 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

Name of Woks: WORKS CONTRACT FOR MAINTENANCE & CALIBARTION OF MECHANICAL TESTING EQUIPMENTS OF PLANT LAB AT BHEL, TRICHY FOR 2016-17.

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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

Contractor Seal

Name of Woks: WORKS CONTRACT FOR MAINTENANCE & CALIBARTION OF MECHANICAL TESTING EQUIPMENTS OF PLANT LAB AT BHEL, TRICHY FOR 2016-17.

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PART-II (PRICE BID)

ANNEXURE-II

MAINTENANCE (PREVENTIVE & BREAKDOWN) AND CALIBRATION OF TESTING EQUIPMENTS OF PLANT LAB AT BHEL TRICHY AS PER SCOPE OF WORK.						
Sl. No	Type of equipment	Model and Range	Calibration standards to be followed	QTY. (No.)	Rate /Qty. (₹/No.)	Amount(₹)
1	Universal testing machine	ZD-100; 0-1000kN	IS 1828	1		
2	Universal testing machine	UTE-40; 0-400kN	IS 1828	1		
3	Universal testing machine	MTS; 1000kN	IS 1828	1		
4	Tensile testing machine	STS-135; 0-50kN	IS 1828	1		
5	Tensile testing machine	HFT; 0-20kN	IS 1828	1		
6	Universal hardness testing machine	Karl Frank Type 532; 0-250kgf	ASTM E10/E18/E384/ IS 2281/1754/1586	1		
7	Digital Rockwell hardness testing machine	Wolpert; MRD-C	ASTM E18/IS 1586	1		
8	Universal hardness testing machine	Instron Wolpert-Type DIATESTOR 722	ASTM E10/E18/E384/ IS 2281/1754/1586	1		
9	Charpy Impact testing machine	FIE IT-30; 0-300J	IS 3766/ ISO 148-2	1		
10	Charpy Impact testing machine	Tinius Olsen; 0-36.5kgfm	IS 3766/ ISO 148-2	1		
11	Electronic extensometer	Model:3542-025M-050-ST; 0-25mm gauge length	ASTM E83	1		
12	Drop weight tester	Instron	ASTM E208	1		
Offer value (Excluding Taxes)						
Service tax @ % (₹)						
Offer value (Including Taxes)						

Contractor Signature

Contractor Seal