

NAME OF WORKS: SERVICE CONTRACT FOR CALIBRATION OF PRIMARY MASTER EQUIPMENTS OF QUALITY DEPARTMENT OF BHEL TRICHY FOR 2019-20.

Enquiry No: 9471900071/29.06.2019

BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI-620 014
WORKS CONTRACTS MANAGEMENT
NOTICE INVITING TENDER

1.	Tender Ref No:	9471900071/29.06.2019
2.	Name of works	SERVICE CONTRACT FOR CALIBRATION OF PRIMARY MASTER MEASURING EQUIPMENTS OF QUALITY DEPARTMENT OF BHEL TRICHY FOR 2018-19.
3.	Location of work	Vendors Works.
4.	Period of contract	Twelve months from the date of award of contract.
5.	Earnest Money Deposit	Nil
6.	Tender Document details	A] Part-I <u>Technical Bid</u> <u>Pages</u> ANNEX-1A (Technical Bid-Qualifying Criteria) 02 ANNEX -1B (Scope of Work & Technical Terms and Conditions) 02 ANNEX -1C (General Terms & Conditions of Contract) 07 ANNEX -1D (Special Terms & Conditions of Contract) 03 ANNEX -A (No Deviation Certificate) 01 ANNEX -B (Tender Opening authorization letter) 01 ANNEX -C (EFT Format) 01 B] Part- II <u>Price Bid</u> <u>Pages</u> ANNEX -II (Price bid) 02
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.	Contact person from BHEL Trichy	Satya Prakash Dy Manager / WCM; 0431 257 5242; e-mail: satyaprakash@bhel.in Philip P G, DGM / WCM; 0431 257 1913; e-mail: philip@bhel.in
9.	Working Area Contact details	Shri M Chandra Sekhar , Sr.Engineer/ QC calibration center e-mail : chandrasedkhar@bhel.in / Ph: 0431 257 1156
10.	Last Date for Receipt of Tender	23.07.2019/ 10:00 Hrs.
11.	Date of Techno Commercial Bid Opening	23.07.2019/ 10:30 Hrs.
12.	Date of Price Bid Opening	Will be intimated separately to Technically qualified vendors.

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INSTRUCTIONS TO THE TENDERERS

The Tender 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 23.07.2019** or the same may 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 Hrs (IST) on 23.07.2019** at Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014.

The bidders may contact Dy. Manager / WCM (0431-2575242, 1573) Email: satyaprakash@bhel.in (OR) DGM / WCM (0431-2571913) philip@bhel.in M/s Bharat Heavy Electricals Limited, Tiruchirappalli – 620014, for any clarification required in this regard.

BHEL shall not responsible for any delay in submission of tender by post.

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

1. The first envelope shall contain Part-I (Technical bid documents shall sign on all the copies and affix vendor's seal) and shall be sealed and super scribed as Part-I (Technical Bid for NIT/Enquiry No.)

2. 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, sealed and super scribed as Tender Document for the work as per NIT (NIT/Enquiry No).

The Tender (envelope containing Part I & II) should reach this office on or before the due date and time. Tenders received after due date and time will not be considered for evaluation.

Note:

1. The contract will be for a period of **Twelve months** from the date of award of contract.
2. The quoted rate shall be valid up to six months from date of Tender opening.
3. The rates shall remain firm for the entire period of the contract in case WO is awarded.
4. If the Contractor back outs after opening of tender, the contractor is liable for forfeiture of the EMD paid.
5. **Evaluation of the offer shall be done on "Net Cash outflow to BHEL after taking into account applicable Taxes and Duties".**
6. Mode of receipt of offer shall be by registered post/ by hand /e-mail /speed post / courier etc.,
7. **BHEL does not guarantee any minimum quantity.**
8. No other pre conditions along with your offer will be entertained by BHEL
9. Income Tax deduction at source as applicable in the IT Act from time to time will be made on the value of the bills in the absence of Income Tax Exemption Certificate from the concerned IT officer.
10. In case contract is not executed by vendor after award and acceptance of contract, BHEL may exercise action on those Contractors as deemed fit.

IMPORTANT POINTS TO BE TAKEN CARE OF WHILE SUBMITTING OFFER.

- (a) Should a Tenderer find discrepancies or omissions in the Tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the Tender, for clarification well before the due date, so as to submit his Tender in time. (No extension of time shall be given for submission of the Tender on any account)
- (b) Conditional and late Tenders, Tenders containing prima-facie absurd rates and amounts, Tenders which are incomplete or otherwise considered defective and Tenders not in accordance with the Tender conditions herein contained and the Tenders not in original **ARE LIABLE TO BE REJECTED**

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- (c) New vendors responding against BHEL web site / NIC / CPPP, may visit the area of work, if they want, to get to know the scope / work details and also area of work, prior to quoting.
- (d) All entries in the Tender documents should be in one ink. Erasures and overwriting are not permitted. All cancellations and insertions should be duly attested by the Tenderers concerned.
- (e) Bidder has to quote as per the Work / Rate schedule. Price bid quoting in any other form will not be accepted and will be rejected.
- (f) Bidder has to quote in figures as well as in words for all the items shown in the attached schedule. Wherever there is a difference in the two, the rates quoted in words will be taken as final.
- (g) The Tender must be signed separately and legibly by Partner / Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney, duly self-attested must be accompanied.
- (h) If a Tenderer deliberately gives wrong information in his Tender or creates conditions favorable for the acceptance of his Tender, the BHEL will REJECT SUCH TENDER AT ANY STAGE.
- (i) Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- (j) Canvassing in any form in connection with Tenders is strictly prohibited and the Tenders submitted by the Contractors who resort to canvassing will be liable for rejection.
- (k) Should a Tenderer's or a Contractor's or in the case of a firm or company of Contractors / any of its Directors / Managing partner's / Managing director and there relative is employed in BHEL, the authority inviting the Tenders shall be informed in writing of this fact at the time of submission of the Tender, failing which the Tender may be disqualified, or if such fact subsequently comes to light, the Contract may be cancelled.
- (l) The Tender schedule and the Tender shall be deemed to form an integral part of the Contract to be entered into for this work.
- (m) Submission of Tenders by electronic media like e-mail, Internet, fax etc. followed by hard copy, is acceptable and will be at the sole risk of the Tenderer. The Tenders thus submitted will be final and binding on the Tenderer. BHEL will not be responsible for any consequences that may arise in this regard.
- (n) Late and Delayed Tenders will be summarily rejected and under no circumstances it will be considered and accepted.

NOTE

BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines including Guidelines for suspension of Business Dealings, without any liability for any compensation to the bidder if, BHEL discovers at any time that any statement made by the bidder in the affidavit cum undertaking is false, fraudulent

Or

Any document submitted by the bidder was fake and forged

Or

If BHEL determines in the sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.

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Check List for Enclosures

SL No	Description	Remarks
1	Separate Technical Bid Cover containing Duly signed and stamped tender documents and supporting Documents indicating Tender Ref Number and name of the work	☐ Enclosed / ☐ Not enclosed
2	Vendor should have valid ISO / IEC: 17025 Accreditation to carry out calibration of the equipment for which vendor opts to quote (copy of accreditation with scope of accreditation to be attached along with offer)	☐ Enclosed / ☐ Not Enclosed
3	Duly signed and stamped Copy of Income Tax Registration (PAN)	☐ Enclosed / ☐ Not enclosed
4	Duly signed and stamped Copy Goods and Service Tax (GST) Registration Document	☐ Enclosed / ☐ Not enclosed
5	Duly signed and Sealed "No deviation certificate" in letterhead as per enclosed Annexure-A	☐ Enclosed / ☐ Not enclosed
6	Separate Price Bid cover containing quoted price bid with signed and stamped for all schedules.	☐ Enclosed / ☐ Not enclosed

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ANNEXURE-1A

PART-I (TECHNO COMMERCIAL BID)

A: Contractor Profile

1.	Name of the Agency /Company /vendor.	
2.	Status of the Company / Firm	() Public Limited; () Private Limited () Partnership Firm; () Single Ownership
3.	Address:	
4.	Phone No.:	
5.	E-mail Address:	
6.	Name and Contact details of person for communication related to Tender	
7	BHEL Vendor Code (If any) (If vendor code is not available, kindly Submit the original RTGS Format enclosed as annexure-E with cancelled cheque leaf)	
8	MSME Status	

B: Qualifying Criteria:

1	Vendor should have valid ISO / IEC: 17025 Accreditation to carry out calibration of the equipment for which vendor opts to quote (copy of accreditation with scope of accreditation to be attached along with offer)	☐ Enclosed / ☐ Not Enclosed
2	Vendor acceptance to carry out calibration within the measurement uncertainty as per scope of work for each equipment for which vendor opts to quote. (Acceptance for the same to be confirmed)	☐ Accepted / ☐ Not accepted
3	Income Tax Registration (PAN) (Documentary evidence to be enclosed)	Copy of Income tax Registration ☐ Enclosed / ☐ Not enclosed
4	Goods and Service Tax (GST) Registration (Copy of registration details indicating GSTIN to be submitted along with offer.)	Copy of Goods and Service Tax (GST) Registration ☐ Enclosed / ☐ Not enclosed
5	No Deviation Certificate duly signed and sealed by Vendor as per attached Annexure- A of tender document.	☐ Enclosed / ☐ Not enclosed

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6.Items for which offer has been submitted by Vendor

Sl. No.	Nature of work Description	Quoted details
1	SLIP GAUGE BLOCK SET Make: Tesa, ID: PME018 QTY:8 pcs	☐ Quoted / ☐ Not Quoted
2	MASTER RING GAUGE DIA 150 MM Make: NIL, ID: PME024 QTY:1 pc	☐ Quoted / ☐ Not Quoted
3	LONG SLIP GAUGE BLOCK (1000 MM) Make: NIL, ID: PME014 QTY:1 pc	☐ Quoted / ☐ Not Quoted
4	MASTER RING GAUGE of 175mm dia Make: PGIL, ID: PME012 QTY:1 pc	☐ Quoted / ☐ Not Quoted
5	MASTER RING GAUGE of 50mm dia Make: EINST, ID: PME010 QTY:1 pc	☐ Quoted / ☐ Not Quoted
6	MASTER RING GAUGE of 100mm Dia Make: PGIL, ID: PME011 QTY:1 pc	☐ Quoted / ☐ Not Quoted
7	MASTER RING GAUGE of 20mm Dia Make: PGIL, ID: PME023 QTY:1 pc	☐ Quoted / ☐ Not Quoted
8	MASTER RING GAUGE of 20mm Dia Make: PGIL, ID: PME009 QTY:1 pc	☐ Quoted / ☐ Not Quoted
9	LONG GAUGE BLOCK of 1000mm Make: Nil, ID: PME013 QTY:1 pc	☐ Quoted / ☐ Not Quoted
10	M8 SLIP GAUGE BLOCK SET Make: Mitutoyo, Japan ID: PME041 QTY: 8 Pcs	☐ Quoted / ☐ Not Quoted

NOTE: Self attested copy of all the documents should be submitted along with Tender, if at any stage, the document(s) submitted by Contractor is / are found incorrect / false / fake, the necessary action will be taken by BHEL against Contractor viz., legal, Contractual, BHEL Policy / Procedural Actions in whatsoever manner as deemed fit.

The bidder shall sign on all the copies of technical bid including supporting documents and affix his seal

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ANNEXURE-IB

PART-I (TECHNO COMMERCIAL BID)

A. BILL OF QUANTITY & TECHNICAL SPECIFICATION OF GAUGES:

Sl. No.	Nature of work Description	Make :	Model No	Sl. No.	ID No	Range of Calibration	Uncertainty	Quantity
1	Calibration of slip gauge block set	Tesa	NIL	307545	PME018	125 mm to 500 mm.	not be more than $\pm (1.1+L/325)$ microns where L is in mm	8 pcs
2	Calibration of master ring gauge dia 150 mm	Nil	Nil	Nil	PME024	150 mm	less than or equal to ± 1.3 micron for diameter , ± 0.1 micron for roundness & ± 5.5 % for roughness	1 pc
3	Calibration of long slip gauge block (1000 mm)	NIL	NIL	861001	PME014	1000 mm	shall be less than or equal to ± 4.88 microns	1 pc
4	Calibration of Master Ring Gauge of 175mm Dia	PGIL	NIL	977660	PME012	175 mm	less than or equal to ± 1.8 micron for diameter , ± 0.1 micron for roundness & ± 5.5 % for roughness	1 pc
5	Calibration of Master Ring Gauge of 50mm Dia	EINST	NIL	NIL	PME010	50 mm	less than or equal to ± 1.8 micron for diameter , ± 0.1 micron for roundness & ± 5.5 % for roughness	1 pc
6	Calibration of Master Ring Gauge of 100mm Dia	PGIL	NIL	NIL	PME011	100 mm	less than or equal to ± 1.8 micron for diameter , ± 0.1 micron for roundness & ± 5.5 % for roughness	1 pc
7	Calibration of Master Ring Gauge of 20mm Dia	PGIL	NIL	NIL	PME023	20 mm	less than or equal to ± 1.8 micron for diameter , ± 0.1 micron for roundness & ± 5.5 % for roughness	1 pc
8	Calibration of Master ring gauge of 20 mm	PGIL	NIL	NIL	PME009	20 mm	less than or equal to ± 1.8 micron for diameter , ± 0.1 micron for roundness & ± 5.5 % for roughness	1 pc
9	Calibration of long gauge block of 1000mm	NIL	NIL	B51601	PME013	1000 mm	less than or equal to ± 4.88 micron	1 pc
10	Calibration of slip gauge block set	Mitutoyo	NIL	1504925	PME041	125 mm to 500 mm	Not be more than $\pm (1.1+L/325)$ microns ; Where L is in mm	8 pcs

B. SCOPE OF WORK:

- The accuracy of reference masters used for calibration shall have minimum 4 times better accuracy than the BHEL's instrument (UUC).

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2. Uncertainty shall not be more than the required uncertainty as stated in all the items. Copy of uncertainty Calculations to be attached during submission of certificate.
3. The Calibration certificate should incorporate all the below mentioned details:
 - The Name and unique sl.no. of the BHEL's instrument.
 - Date of Calibration and Due date for Next Calibration (considering calibration periodicity of 2 years).
 - Name and address of the customer has to be mentioned in the certificate as "M/s BHEL, Quality Department, Trichy-14"
 - The details of the reference masters used for calibration like Sl.No, Range, Standard Value for measurement, Accuracy, etc. The accuracy of reference standards used for calibration shall have minimum FOUR times better accuracy than the BHEL instrument (UUC).
 - Details of Traceability for the reference master instruments.
 - Standards/Procedure followed for calibration.
 - NABL Logo or Logo issued by the authorized body for ISO/IEC: 17025 shall be affixed on the certificate.
 - The calibration certificate shall include "as found and as left data". If both "as found and as left data" are same then it shall be exclusively mentioned in the certificate.
4. Calibration of Instrument and calibration certificate should be delivered within a month after the instrument handed over at your works.
5. After completion of calibration, three nos. of valid invoice shall be provided.
6. Transportation insurance will be borne by BHEL for all the items stated in the PR
7. Items will be sent to the service provider and received from the service provider by BHEL.

C. CONTRACT PERIOD AND PLACE OF WORK:

- The work shall be carried out within a period of twelve months from the date of award of work.
- The work shall be carried out at vendor Works.

D. Payment Terms:

1. Payment will be made after completion of work on pro-rata basis based on number of equipment's calibrated after acceptance and certification of area in charge (BHEL Executive). TDS, Goods & Services Tax, and any other tax as applicable as per prevailing rates will be deducted before making the payment. If Goods & services Tax has been paid by the agency, proof of same is required with the invoice to avoid deduction from our end
2. No escalation of prices shall be permitted on any ground. Applicable taxes to be shown separately.
3. Payment will be made only after the issue of calibration certificates for all of the machines calibrated.

E. LIQUIDATED DAMAGES (LD)/PENALTY:

Penalty @ 0.5 % of the order value per week of delay in execution of work as per delivery schedule of scope of work (calibration of equipment to be completed within 45 days of receipt of equipment at vendor works) or part thereof subject to a maximum of 10 % of the full order value.

In case of any amendment / revision, penalty shall be linked to the amended revised PO value.

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ANNEXURE-IC

PART-I (TECHNO COMMERCIAL BID)
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 **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 Sr.Manager / WCM 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.

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.

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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. 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.

8. 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.

9. Laws Governing the Contract:

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

10. 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.

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 or understanding with any person in BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of

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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.

11. 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 Court shall make an order for the liquidation of its assets, 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 **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.

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 undesirable conduct of any person engaged by the contractor is reported, contractor shall change that person immediately or else it may even lead to termination of the contract & in such case security deposit will be forfeited as penalty.

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12. 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 failure to comply orders after reasonable notice in writing with orders properly issued thereunder:

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 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.

13. Submission and Processing of Bills:

Payment of Bills:

1. 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 respective area **Engineer in charge**.

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. Payment will be at the sole discretion of BHEL.

14. 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 unless the contractor pays the claim on demand.

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15. 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 thereof neither of the parties shall by reason of such event be entitled to terminate this Contract or claim for damages against the other in respect of such non-performance or delay for such period. 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 may be granted for periods considered reasonable by the respective area **HOD** at his discretion subject to prompt notification by the contractor.

16. ARBITRATION & CONCILIATION

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.

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

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

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

Subject to the arbitration in terms of Clause _____ above, the Courts at _____ (PI incorporate the name of the place where the Principal Civil Court having ordinary original civil jurisdiction to decide questions forming subject matter of the arbitration is located) shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

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

In case of contract with Public Sector Enterprises (PSE) or a Government Department, the following shall be applicable

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In case of any dispute or difference to the interpretation and application of the provision of the contract, such dispute or difference shall be referred by either party for arbitration to the sole arbitrator in the department of public enterprises to be nominated by the secretary to the government of India in-charge of the department of public enterprises. The arbitration and conciliation act 1996 shall not be applicable to arbitration under this clause. The award of arbitration shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award of law secretary, department of legal affairs, ministry of law and justices, government of India. Upon such reference the dispute shall be decided by the law secretary or the special secretary or additional secretary when so authorized by the law secretary, whose decision shall bind the parties hereto finally and Conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the arbitrator.

17. Signing of Contract:

Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership or Hindu Joint Family firm, may be signed in the FIRM'S name by the Managing Partner or all /one of the Partners on behalf of the firm or the Karta or Manager for HUF as the case may be. Contract by a Company shall be signed with the name of the Company from a person authorised in this behalf and a Resolution or 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.

18. 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.

19. 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.

20. 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.

21. 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

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'Guidelines for suspension of business dealings with suppliers/ contractors' has been uploaded on <http://www.bhel.com> on "supplier registration page".

- 22. REGISTERS & RECORDS:** -The Contractor shall maintain all registers and records in the proper manner and as required by the regulations of the various authorities concerned and indemnify the Employer from the consequences due to any inaccurate or faulty documentation on the part of the Contractor.
- 23. 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
- 24. CHANGE IN CONSTITUTION OF FIRM:** - Changes in constitution of firm whenever it is made after submission of application or during currency of the Contract, the existing firm has to duly inform the proposed changes to Contracting department of BHEL at the appropriate time before the changes in the constitution are made. In case the absence of any such information BHEL is not responsible for the consequences arising out of the absence or suppression of information and the issue / dispute arising out of these changes and the firm is responsible for settling the issue or dispute among themselves (Partners etc.) Or with the bankers or with any third party. Under the above circumstances when dispute arises and the firm does not inform the change in the constitution of the firm BHEL has the right for suspending or terminating the Contract.
- 25.** Contractor shall watch and safeguard Employer's interests during the performance of the work. The Contractor shall carefully check each consignment with the relevant Dispatch documents to ensure correctness of each dispatch and each delivery.
Employer Interests: -
Contractor shall watch and safeguard Employer's interests during the performance of the work. The Contractor shall carefully check each consignment with the relevant Dispatch documents to ensure correctness of each dispatch and each delivery.
- 26. Preference to Make in India:**
"For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if it is issued after this NIT but before finalization of contract / PO / WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.

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PART-I (TECHNO COMMERCIAL BID)

ANNEXURE-ID

SPECIAL TERMS & CONDITIONS OF CONTRACT

1. PARTICIPATION.

The Parties who have been suspended or black listed or issued with “Show Cause Notice” by BHEL Trichy-14 or any other BHEL Unit will not be allowed to participate in the Tender and the bidder should declare the same in the Tender. Even during the course of evaluation / finalization of Tender if it is found that some of the parties are black listed / barred from business transactions / under business hold, BHEL will not consider them for further participation in the Tender.

2. EVALUATION CRITERIA:

- a. Technical Bids of tenderers will be evaluated based on the Pre-Qualification/Technical Eligibility Criteria on the basis of supporting documents and track record of the bidder.
- b. Price Bids of only those tenderers who are found to meet the Pre-Qualification/Technical Eligibility Criteria will be opened. Price Bids will be opened with prior information to the eligible bidders to facilitate the presence of the bidders or their authorized representatives to witness the Price Bid opening.

3. CRITERIA FOR AWARD OF WORK:

1. The evaluation of Offer for award of work shall be on the basis of “Total Cost to BHEL”. **Item wise L1 basis on “Net Cash outflow to BHEL after taking into account applicable Taxes and Duties.**
2. In case of more than one L1 bidders for respective schedules, BHEL will invite fresh revised reduced price bids from all such L1 bidders & ranking will be decided based on these revised bids. The new rates quoted should be lower than their previous L1 rates. In case if the revised bids submitted by L1 bidders is also same and none of the bidders are ready for further reduction in their rates, then L1 bidder will be selected on draw of lots.
3. The quantity mentioned in BOQ / Price bid is tentative. BHEL reserves the right to increase or decrease the quantity during award of work or issue work order in phase manner as per requirement of BHEL.

4. AWARD OF CONTRACT:

Contracts will be awarded on Item wise L1 basis.

5. METHOD OF EVALUATION OF PRICES

Priority / Ranking

1. Net cash outflow to BHEL including all charges, incidentals etc., inclusive of Goods & Service tax will be the basis for deciding Tender priority (Deciding the L1 Bidder).
2. In case NON-MSE vendor is L1 and MSE vendors offer values are within L1 + 15 %, the L1 offer value shall be counter offered to MSE Vendors as per Price ranking ascending order for that respective schedule. The same item shall be awarded to MSE vendor accepting the counter offered L1 value of Non MSE L1 Vendor.

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6. RATE FINALIZATION

1. Lowest prices received against BHEL Tenders need not be the acceptable to BHEL and in that case BHEL would not be considered the same for award of Contract. BHEL would negotiate or re-float the Tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.
2. BHEL will finalize the rates through price bid opening. Hence Tenderers are requested to give their best prices at the first instant itself.
3. In the event of the final L1 prices are not reasonable / acceptable to BHEL, BHEL also may resort to short closure of this open Tender.

7. PROVISION FOR MICRO & SMALL ENTERPRISES (MSE) SUPPLIERS:

1. MSE suppliers can avail the intended benefits only if they submit along with the offer, self-attested copies of UAM along with CA Certificate (As per Annexure-I of tender document) issued for latest financial year ending on **31st March 2018 or later** / Valid EM-II with deemed validity of five years from the date of issue of EM-II as on date of technical bid opening / EM-II along with latest CA certificate (As per Annexure-I of tender document) issued for latest financial year ending on **31st March 2018 or later** where deemed validity of five years is expired / Valid NSIC Registration Certificate as on date of technical bid opening / Valid Registration to any other body as specified by ministry of MSME.
2. Definitions of MSEs owned by Women is under:
 - 2.1 In case of proprietorship firm, proprietor must be woman.
 - 2.2 In case of partnership firm, the women partners must be holding at least 51% shares in the unit.
 - 2.3 In case of private limited companies, at least 51% share must be held by women promoters.
3. Definitions of MSEs owned by SC/ST is under:
 - 3.1 In case of proprietorship firm, proprietor must be SC/ST.
 - 3.2 In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit.
 - 3.3 In case of private limited companies, at least 51% share must be held by SC/ST promoters.
4. Authorized Offices to Issue SC/ST certificate. The caste/Tribe/Community certificate issued by the following authorities in the prescribed form for SCs/STs can be considered.
 - 4.1 District Magistrate / Additional District Magistrate / Collector / Deputy commissioner / Additional Deputy commissioner / Deputy collector/ 1st class stipendiary magistrate/ Sub divisional Magistrate/ Taluka Magistrate/ Executive magistrate/ Extra Assistant commissioner.
 - 4.2 Chief Presidency magistrate/ Additional chief presidency magistrate/ Presidency magistrate.
 - 4.3 Revenue Officer not below the rank of tahsildar.
 - 4.4 Sub-Divisional officer of the area where the individual and/ or his family normally resides.
 - 4.5 To avail the benefits of MSE under SC/ST category, the related documents as stated above should be submitted along with tender documents.
5. If non-MSE vendor is L1, participating MSE quoting price within price band of L1+15% shall be counter-offered L1 rate(s). If the MSE vendor(s) accepts the counter-offered L1 rate(s), then -
 - 5.1 Respective Item will be awarded to MSE Bidder.
 - 5.2 The preference to the MSEs will be given in order of their ranking L1, L2, L3, etc.

Non Submission of such documents will lead to consideration of their bids at par with other bidders and no benefits shall be applicable for this enquiry though the bidder is MSE

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8. DISCREPANCY IN WORDS & FIGURES- QUOTED IN PRICE BID:

- I. If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- II. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- III. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (I) and (II) above.
- IV. If there is such discrepancy in an offer, the same will be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- V. Bid should be free from correction, overwriting, using corrective fluid, etc. any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature (s) of person(s) signing the bid shall be liable for rejection.

all overwriting/ cutting, etc will be numbered by bid opening officials and announced during bid opening.

9. Preference to Make in India:

"For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if it is issued after this NIT but before finalization of contract / PO / WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable

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PART-I (No deviation certificate)

ANNEXURE-A

Note: The following Declaration to be typed on the contractor's Letter Head, duly signed & stamped and to be attached along with your Technical bid of the tender.

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We M/s. do hereby declare that we do not have any deviations to the tender terms and conditions as per

1. Annex-1A (Technical Bid-Qualifying Criteria)
2. Annex-1B (Scope of Work & Technical Terms and Conditions)
3. Annex-1C (General Terms & Conditions of Contract)
4. Annex-1D (Special Terms & Conditions of Contract)

*We have read and clearly understood all the Terms and conditions in Tender Schedule of **SERVICE CONTRACT FOR CALIBRATION OF PRIMARY MASTER EQUIPMENTS OF QUALITY DEPARTMENT OF BHEL TRICHY FOR 2019-20. Enquiry No: 9471900071/29.06.2019** and accordingly we accept the same without any Deviation what so ever.*

We unconditionally agree to all the tender conditions and no new conditions are imposed by us in the technical / price bid. I understand in the event of imposing any condition in the technical / price bid, such condition would be ignored by BHEL and only the prices will be considered for the purpose of evaluation”

We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL Trichy-14 or any other BHEL Unit or any PSU/ Government organization

Your Faithfully

Authorized signature

with seal and address

Contractor Signature

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ANNEXURE-B

PROFORMA (SAMPLE)

(ON BIDDER'S LETTER HEAD)

REF:.....

DT:.....

AUTHORIZATION LETTER FOR PARTICIPATING TENDER OPENING

We, M/s..... (Name of the Tenderer) hereby
authorizing (Name of the representative) to participate in
the Tender opening of BHEL Trichy. **NAME OF WORKS: SERVICE CONTRACT FOR
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The representative's specimen signature is appended below & attested.

(Signature of the representative)

Authorized signature
with seal and address

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Annexure-C

To THE PURCHASE/CONTRACT EXECUTING AGENCY/BHEL **ACCEPTANCE FOR ELECTRONIC FUND**

1	NAME & ADDRESS OF THE SUPPLIER / SUB-CONTRACTOR	
2	VENDOR CODE assigned by BHEL	
	<u>Details of Bank Account:</u>	
3	NAME & ADDRESS OF THE BANK	
4	NAME OF THE BRANCH	
5	BRANCH CODE	
6	MICR CODE	
7	ACCOUNT NUMBER	
8	TYPE OF ACCOUNT	CURRENT A/C / OD / CASH CREDIT
9	BENEFICIARY'S NAME	
10	IFSC CODE OF THE BRANCH	
11	EMAIL ID	
12	TELEPHONE/MOBILE NO.	

TRANSFER / RTGS TRANSFER

CERTIFICATE I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited. I / We also agree to bear the applicable Bank Charges for the above mode of transfer. **A copy of the cheque leaf/cancelled cheque leaf of the above account is sent herewith.**

AUTHORISED SIGNATORY WITH NAME SEAL

Banker's Certification

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of _____
(name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE: _____ (Manager / Officer's)

DATE : _____ Signature Under Bank stamp and Name Seal

With Membership No.

(Telephone / Mobile No. _____)

Forwarded to Accounts Dept. We confirm the above details are verified with the records available with us.

Signature of the BHEL Executive with Name Seal (Operating the Contract/Services)

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ANNEXURE-II

PART- II – PRICE BID

Name of Vendor:

Sl. No.	Nature of work Description	UOM	Approx. Qty.	Total Amount (₹/ UOM)
1	SLIP GAUGE BLOCK SET Make: Tesa ID: PME018 QTY:8 pcs	SET	1	₹...../- (In Words) ₹.....only.)
2	MASTER RING GAUGE DIA 150 MM Make: NIL ID:PME024 QTY:1 pc	No's	1	₹...../- (In Words) ₹.....only.)
3	LONG SLIP GAUGE BLOCK (1000 MM) Make: NIL ID:PME014 QTY:1 pc	No's	1	₹...../- (In Words) ₹.....only.)
4	MASTER RING GAUGE of 175mm dia Make: PGIL ID: PME012 QTY:1 pc	No's	1	₹...../- (In Words) ₹.....only.)
5	MASTER RING GAUGE of 50mm dia Make: EINST ID: PME010 QTY:1 pc	No's	1	₹...../- (In Words) ₹.....only.)
6	MASTER RING GAUGE of 100mm Dia Make: PGIL ID: PME011 QTY:1 pc	No's	1	₹...../- (In Words) ₹.....only.)

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7	MASTER RING GAUGE of 20mm Dia Make: PGIL ID: PME023 QTY:1 pc	No's	1	₹...../- (In Words) ₹.....only.)
8	MASTER RING GAUGE of 20mm Dia Make: PGIL ID: PME009 QTY:1 pc	No's	1	₹...../- (In Words) ₹.....only.)
8	LONG GAUGE BLOCK of 1000mm Make: NIL ID: PME013 QTY:1 pc	No's	1	₹...../- (In Words) ₹.....only.)
10	M8 SLIP GAUGE BLOCK SET Make: Mitutoyo, Japan ID: PME041 QTY: 8 Pcs	SET	1	₹...../- (In Words) ₹.....only.)
Total value (Excluding Goods & Services Tax) (₹)				
Goods & Services Tax @..... % (₹)				
Total value (Including Goods & Services Tax) (₹)				

Note: Wherever UOM is "Set", the rate should be quoted for all items comprising the set and not for single piece.

Instruction for Price bid

1. The rate should be quoted exclusive of GST and inclusive of any taxes and duties levied or to be levied both by Central and State Government authorities from time to time. GST will be paid extra on production of documentary evidence.
2. Quotation should be valid for a period of 180 days from the date of Tender opening
3. No other pre conditions along with your offer will be entertained by BHEL
4. The rate quoted shall remain firm and valid up to contract period 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.
5. The signature at the bottom of the rate schedule confirms that the Tenderer had read and accepted all the Terms and conditions in Tender Schedule, also rate quoted with inclusive of any taxes and duties levied and excluding Goods & Services Tax has been considered by the tenderer for the total contract period while quoting the above rates.