

NAME OF WORKS: WORKS CONTRACT FOR CALIBRATION OF PRIMARY MASTER GAUGES AND STATIC TORQUE METER AT BHEL-TRICHY FOR 2017-18.

ENQUIRY REF NO: 9471700065/17.08.2017

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

**NOTICE INVITING TENDER**

|     |  |   |
|-----|--|---|
| 1.  | Tender Ref No:                         | 9471700065/ 17.08.2017  |
| 2.  | Name of works                          | WORKS CONTRACT FOR CALIBRATION OF PRIMARY MASTER GAUGES AND STATIC TORQUE METER AT BHEL-TRICHY FOR 2017-18.   |
| 3.  | Location of work                       | Vendor's Works  |
| 4.  | Period of contract                     | One Year from the date of award of contract.  |
| 5.  | Earnest Money Deposit                  | Nil   |
| 6.  | Tender Document details                | A] Technical Bid<br>Annex-1A (Technical Bid-Qualifying Criteria) - 02 Page.<br>Annex--1B (Scope of Work and Technical Terms & Conditions) - 03 Pages.<br>Annex--1C (General Terms & Conditions of Contract) - 07 Pages.<br>Annex—1D (Special Terms & Conditions of Contract) - 01 Page.<br>B] Price Bid<br>Annex-II (Price bid) - 02 Pages. |
| 7.  | Place of Submission of Tender Document | <b>Sr. Manager</b><br><b>Works Contracts Management</b><br><b>(WCM) Building 53, First Floor,</b><br><b>BHEL, High Pressure Boiler</b><br><b>Plant, Trichy - 620 014</b>  |
| 8.  | Last Date for Receipt of Tender        | 07.09.2017/ 10:00 Hrs.  |
| 9.  | Date of Techno Commercial Bid Opening  | 07.09.2017/ 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 offer should be addressed to SENIOR MANAGER, Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014, to reach WCM Dept. on or before **07.09.2017** at 10:00 Hrs. or the same may be dropped in the Tender Box kept at Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014.

Tenders will be opened on **07.09.2017** at 10:30 Hrs. (IST) at Works Contracts Management, 53 Building, BHEL, Tiruchirappalli 620 014. BHEL shall 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, sealed and super scribed as Tender Document for the work as per NIT (NIT/Enquiry No).

**Note:**

1. The contract will be awarded for a period of 12 months from the date of ordering.
2. The quoted rates 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. **Evaluation of the offer shall be done on "Net Cash outflow to BHEL after taking into account applicable Taxes and Duties on item wise L1 basis".**
5. In case of more than one L1 bidders for respective schedules, BHEL gets 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.
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 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 vendor after award and acceptance of contract, BHEL may exercise the right to forfeit Ssecurity 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**

| <b>I .BIDDER PROFILE</b>         |   |   |
|----------------------------------|---|---|
| 1.                               | Name of the Agency /Company /vendor.  |   |
| 2.                               | Address:  |   |
| 3.                               | Phone No.:  |   |
| 4.                               | E-mail Address:   |   |
| 5.                               | Name and Contact details of person for communication related to Tender  |   |
| 6.                               | BHEL Vendor Code ( If any )   |   |
| <b>II QUALIFICATION CRITERIA</b> |   |   |
| <b>A</b>                         | <b>Income Tax Registration :</b><br>(Copy of PAN to be attached)  | <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed |
| <b>B</b>                         | <b>Goods &amp; Service Tax Registration</b><br>(Copy of Goods & Service Tax Registration to be attached)  | <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed |
| <b>C</b>                         | <b>Acceptance to Scope of Work (Annexure-1B) and General Terms &amp; Conditions of Contract (Annexure-1C) &amp; Special terms &amp; Conditions of Contract ( Annexure-1D)</b> | <input type="checkbox"/> Accepted / <input type="checkbox"/> Not Accepted |

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|            |   |   |
|------------|---|---|
| <b>D</b>   | <b>FOR STATIC TORQUE METER ( DAIL GAUGE TYPE) OF NORBAR MAKE</b>  |   |
| <b>D.1</b> | Experience for calibration of at least 4 nos. of Torque meters during last four years.<br>(Documentary evidence to be attached along with Tender )  |   |
| <b>D.2</b> | Vendor shall be either Norbar / Norbar Authorised agency <b>or</b> service provider for Torque measuring instrument / calibrator with a Valid of ISO / IEC 17025 accreditation<br>( Documentary evidence to be submitted along with Tender) |   |
| <b>E</b>   | <b>FOR CALIBRATION OF MASTER RING GAUGE SET, LONG GAUGE BLOCK SET &amp; MICROMETER GAUGE BLOCK SET</b>  |   |
| <b>E.1</b> | Vendor should have valid ISO / IEC: 17025: 2005 Accreditation certificate for the item under Calibration for the past 6 years<br>( Copy of Certificate to be enclosed )   | <input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed |
| <b>E.2</b> | <b>FOR MASTER RING GAUGE SET</b>  |   |
|            | The service provider shall have calibrated at least four master ring gauges in the past 4 years.<br>(Documentary evidence to be submitted along with Tender)  |   |
| <b>E.3</b> | <b>FOR LONG GAUGE BLOCK SET</b>   |   |
|            | The service provider shall have calibrated at least four Long gauge blocks in the past 4 years.<br>(Documentary evidence to be submitted along with Tender)   |   |
| <b>E.4</b> | <b>FOR MICROMETER GAUGE BLOCK SET</b>   |   |
|            | The service provider shall have calibrated at least four slip gauge set in the past 4 years.<br>(Documentary evidence to be submitted along with Tender)  |   |

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ANNEXURE-IB

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

**A. BILL OF QUANTITY:**

| Sl. No. | Nature of work Description   | UOM | Qty. |
|---------|--|-----|------|
| 1       | Calibration of Norbar make 1000 Nm Static Torque Meter as per scope of work.   | Set | 1    |
| 2       | Calibration of PGIL Make Master Ring Gauge ( Dia. 20mm ) as per scope of work. | Set | 2    |
| 3       | Calibration of Long Gauge block as per scope of work                           | Set | 1    |
| 4       | Calibration of Mitutoyo Make Micrometre gauge block set as per scope of work.  | Set | 1    |

**B. TECHNICAL SPECIFICATION OF GAUGES & SCOPE OF WORK:**

**B.1 1000 Nm STATIC TORQUE METER.**

1. Item Description: Torque METER
2. Make: Norbar U.K
3. Model No.: 1000
4. Sl. No.: 4987
5. Required Range of Calibration:0 to 1000 Nm
6. Accuracy: = +/- 2 %
7. SCOPE OF WORK: CLOCK WISE CALIBRATION OF STATIC TORQUE METER AT 100, 200, 300, 400, 500, 600, 700, 800, 900 & 1000 Nm. CALIBRATION REPORT SHALL BE FURNISHED FOR 100, 200, 300, 400, 500, 600, 700, 800, 900 & 1000 Nm.
8. Uncertainty shall be not more than 1 % to ensure Tolerance to Uncertainty ratio of 4:1.

**B.2 MASTER RING GAUGE. OF 20 MM DIAMETER**

1. Item Description: Master Ring Gauge
2. Make: PGIL
3. Model No.: NIL
4. Sl. No.: NIL
5. ID No: PME023
6. Scope of Calibration: Calibration of master ring gauge and reporting the deviation of inside diameter, roundness and Roughness.
7. Required Range of Calibration: 20 mm.
8. Measurement Uncertainty:  $\pm 0.9$  micron for diameter,  $\pm 0.1$  micron for roundness &  $\pm 5.5$  % for roughness.
9. No of PCS: 2 pcs.

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**B.3 LONG GAUGE BLOCK.**

1. Item Description: Long Gauge Block
2. Make: NIL
3. Model No.: NIL
4. Sl. No.: B51601
5. ID No : PME013
6. Scope of Calibration: Calibration of Long gauge block and reporting the deviation in length.
7. Required Range of Calibration:1000 mm.
8. Measurement Uncertainty:  $\pm 3.8$  micron.
9. No of PCS:1 pc

**B.4 MICROMETER GAUGE BLOCK SET.**

1. Item Description: micro meter Gauge Block Set
2. Make: Mitutoyo
3. Model No.: NIL
4. Sl. No.: NIL
5. ID No: PME030
6. Scope of Calibration: Calibration of gauge blocks of sizes 2.5, 5.1, 7.7, 10.3, 12.9, 15.0, 17.60, 20.20, 22.80, 25.00 mm and reporting the deviation at centre and overall variations (Min & Max)
7. Required Range of Calibration:2.5 ,5.1 ,7.7,10.3,12.9,15.0,17.60,20.20,22.80 and 25.00 mm
8. Measurement uncertainty:  $\pm (0.085 +(L/1150))$  micron.
9. No of PCS:1 pc.

**C. TECHNICAL TERMS & CONDITIONS**

**C.1 1000 Nm STATIC TORQUE METER.**

1. The accuracy of reference masters used for calibration shall have minimum 4 times better accuracy than the BHEL's instrument(UUC).
2. The Calibration certificate should incorporate all the below mentioned details:
3. The Name and unique sl.no. of the BHEL's instrument.
4. Date of Calibration and Due date for Next Calibration.
5. Name and address of the customer has to be mentioned in the certificate as "M/s BHEL, Quality Department, Trichy-14"
6. 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).
7. Details of Traceability for the reference master instruments. Standards/Procedure followed for calibration.
8. NABL Logo or Logo issued by the authorized body for ISO/IEC:17025 shall be affixed on the certificate.
9. 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.

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10. Calibration of Instrument and calibration certificate should be delivered within a month after the instrument handed over at your works.
11. After completion of calibration, three nos. of valid invoice shall be provided.
12. Transport insurance will be borne by BHEL and items will be handed over by BHEL to the Agency on whom Purchase order is awarded within 15 days of Purchase order release or intimation by BHEL/Trichy and calibration shall be done within 30 days of handing over the item to the calibration agency .

## **C.2 Long Gauge Block, Slip Gauge Block Set- Micrometre Set & Master Ring Gauge of Dia 20mm**

1. The Copy of valid ISO/IEC:17025 Accreditation with the scope of accreditation shall be submitted along with the offer.
2. The accuracy of reference masters used for calibration shall have minimum 4 times better accuracy than the BHEL's instrument(UUC).
3. uncertainty shall not be more than the required uncertainty as stated in all the items . copy of uncertainty
4. Calculations to be attached during submission of certificate.
5. The Calibration certificate should incorporate all the below mentioned details:
  - i. The Name and unique sl.no. of the BHEL's instrument.
  - ii. Date of Calibration and Due date for Next Calibration (considering calibration periodicity of 2 years).
  - iii. Name and address of the customer has to be mentioned in the
  - iv. certificate as "M/s BHEL, Quality Department, Trichy-14"
  - v. 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).
  - vi. Details of Traceability for the reference master instruments.
  - vii. Standards/Procedure followed for calibration.
  - viii. NABL Logo or Logo issued by the authorized body for ISO/IEC:17025 shall be affixed on the certificate.
  - ix. 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.

## **C.3 COMMON TERMS & CONDITIONS**

1. Calibration of Instrument and calibration certificate should be delivered within a month after the instrument handed over at your works.
2. After completion of calibration, three nos. of valid invoice shall be provided.
3. Transportation insurance will be borne by BHEL for all the items.
4. Items will be sent to the service provider and received from the service provider by BHEL.

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**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.

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**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. 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.

**9. 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.

**10. Payment Terms:**

1. The payment to the agency will be made only after calibration of gauges and after the submission of invoice. 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.

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**11. 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, 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 Employees Compensation Act or otherwise.

**12. Laws Governing the Contract:**

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

**13. 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 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.

**14. 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,

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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.

**15. 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:

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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.

**16. 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.

**17. 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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**18. 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.

**19. 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 Arbitrator, to be appointed 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.

**20. 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.

**21. 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.

Contractor Signature

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NAME OF WORKS: WORKS CONTRACT FOR CALIBRATION OF PRIMARY MASTER GAUGES AND  
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**22. 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.

**23. 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.

**24. 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".

**25. 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.

**26. 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

**27. 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.

**28.** 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.

Contractor Signature

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**SPECIAL TERMS & CONDITIONS OF CONTRACT**

**1. Criteria for Award of Work:**

- a. The evaluation of Offer for award of work shall be on the basis of "Total Cost to BHEL" on item wise.
- b. The criteria for award of work shall be **item wise L1 basis**.
- c. The quantity mentioned in BOM / 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.

**2. Instruction for Price bid**

01. Rates should be quoted in figures and words and are to be identical if not, the prices in the words will be considered as correct and the same shall be valid and binding.
  - a. 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.
  - b. 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
  - c. 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 (a) and (b) above.
  - d. If there is such discrepancy in an offer, the same will be conveyed to the bidder with target date up-to 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.
2. Evaluation of the offer shall be done on "Net Cash outflow to BHEL after taking into account applicable Taxes and Duties".
3. The base 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.
4. Quotation should be valid for a period of 180 days from the date of Tender opening
5. In case of more than one L1 bidders, BHEL gets 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.
6. No other pre conditions along with your offer will be entertained by BHEL
7. 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.
8. No other pre conditions along with your offer will be entertained by BHEL
9. 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.

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**ANNEXURE-II**

**PART- II – PRICE BID**

Name of Vendor:

| Sl. No.  | Nature of work Description   | UOM | Approx. Qty. | Rate (₹/ UOM) | Total Amount (₹/ UOM) |
|--|--|-----|--------------|---------------|-----------------------|
| 1  | Calibration of Norbar make 1000 Nm Static Torque Meter as per scope of work.   | Set | 1            |               |                       |
| 2  | Calibration of PGIL Make Master Ring Gauge ( Dia. 20mm ) as per scope of work. | Set | 2            |               |                       |
| 3  | Calibration of Long Gauge block as per scope of work                           | Set | 1            |               |                       |
| 4  | Calibration of Mitutoyo Make Micrometre gauge block set as per scope of work.  | Set | 1            |               |                       |
| Total value (Excluding Goods & Services Tax) (₹) |  |     |              |               |                       |
| Goods & Services Tax @..... % (₹)                |  |     |              |               |                       |
| Total value (Including Goods & Services Tax) (₹) |  |     |              |               |                       |

Contractor Signature

Contractor Seal