

NAME OF WORKS: WORKS CONTRACT FOR CALIBRATION OF PRIMARY MASTER MEASURING EQUIPMENTS OF QC LAB OF BHEL TRICHY FOR 2018-19.

Enquiry No: 9471700106/18.11.2017

BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI-620 014
WORKS CONTRACTS MANAGEMENT

NOTICE INVITING TENDER

1.	Tender Ref No:	9471700106/18.11.2017
2.	Name of works	WORKS CONTRACT FOR CALIBRATION OF PRIMARY MASTER MEASURING EQUIPMENTS OF QC LAB OF BHEL TRICHY FOR 2018-19.
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 Annex-1A (Technical Bid-Qualifying Criteria) - 02 Page. Annex--1B (Scope of Work and Technical Terms & Conditions) - 02 Pages. Annex--1C (General Terms & Conditions of Contract) - 07 Pages. Annex—1D (Special Terms & Conditions of Contract) - 01 Page. ANNEX -A (No deviation certificate) - 01 Page. ANNEX -B (Tender Opening authorization letter) - 01 Page. ANNEX - C (EFT Format) - 01 Page. B] Price Bid Annex-II (Price bid) - 03 Pages.
7.	Place of Submission of Tender Document	Sr. Manager Works Contracts Management (WCM) Building 53, First Floor, BHEL, High Pressure Boiler Plant, Trichy - 620 014
8.	Last Date for Receipt of Tender	09.12.2017/ 10:00 Hrs.
9.	Date of Techno Commercial Bid Opening	09.12.2017/ 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 **09.12.2017 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 **09.12.2017 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, Goods and Services 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 security Deposit / BG of such contractors and also suitable action will be taken by BHEL on those Contractors as deemed fit.

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PART-I (TECHNO COMMERCIAL BID)

ANNEXURE-1A

I .BIDDER PROFILE		
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)	

Qualifying criteria

Sl No	Description	
A	Vendor should have valid ISO / IEC: 17025: 2005 Accreditation certificate with scope of accreditation covering the equipment and accuracy required for the equipment (as per scope of work) (Copy of Certificate to be enclosed)	
B	Income Tax Registration : (Copy of PAN to be attached)	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
C	Goods & Service Tax Registration (Copy of Goods & Service Tax Registration to be attached)	<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
D	No deviation certificate as per Annexure- A Enclosed (To be submitted in letterhead) (Acceptance to Scope of Work (Annexure-1B), General Terms & Conditions of Contract (Annexure-1C).)	

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E. The bidder shall have experience of calibration of atleast four equipment for each items for which they have quoted.

Sl. No.	Nature of work Description	Quoted details	No od equipment calibrated during last four years	Details of documentary evidence to be enclosed
1	SLIP GAUGE BLOCK SET FOR GAUGE BLOCK CALIBRATOR Make: KOBA, Germany / ID: PME016 /QTY:A set of 11 no	<input type="checkbox"/> Quoted / <input type="checkbox"/> Not Quoted		<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
2	SLIP GAUGE BLOCK SET Make: Tesa / ID: PME018 / QTY:8 pcs	<input type="checkbox"/> Quoted / <input type="checkbox"/> Not Quoted		<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
3	SURFACE ROUGHNESS MASTER Make: DIAVITE WINTERTHUR / ID: PME027 / QTY:1 pc	<input type="checkbox"/> Quoted / <input type="checkbox"/> Not Quoted		<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
4	LINEAR GLASS SCALE. (0-10 MM) Make:NIL / ID:PME034-1 / QTY:1 pc	<input type="checkbox"/> Quoted / <input type="checkbox"/> Not Quoted		<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
5	LINEAR GLASS SCALE.(0-300 MM) Make:NIL / ID:PME034-2 / QTY:1 pc	<input type="checkbox"/> Quoted / <input type="checkbox"/> Not Quoted		<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
6	ANGULAR GLASS SCALE Make:NIL / ID:PME034-3 / QTY:1 pc	<input type="checkbox"/> Quoted / <input type="checkbox"/> Not Quoted		<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
7	OPTICAL FLAT Make:NIL / ID:PME028 & PME036 / QTY:2 pc	<input type="checkbox"/> Quoted / <input type="checkbox"/> Not Quoted		<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
8	MASTER RING GAUGE DIA 150 MM Make: NIL / ID:PME024 / QTY:1 pc	<input type="checkbox"/> Quoted / <input type="checkbox"/> Not Quoted		<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
9	SLIP GAUGE BLOCK SET Make: Somet / ID:PME019 / QTY:10 pcs	<input type="checkbox"/> Quoted / <input type="checkbox"/> Not Quoted		<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed

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10	ANGLE GAUGE BLOCK SET. Make: WEBER GAUGE / ID:PME031 / QTY:16 pcs	<input type="checkbox"/> Quoted / <input type="checkbox"/> Not Quoted		<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
11	LONG SLIP GAUGE BLOCK (1000 MM) Make: NIL / ID:PME014 QTY:1 pcs	<input type="checkbox"/> Quoted / <input type="checkbox"/> Not Quoted		<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
12	SLIP GAUGE BLOCK SET Make: KCP / ID:PME029 / QTY:103 pcs	<input type="checkbox"/> Quoted / <input type="checkbox"/> Not Quoted		<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
13	ELECTRONIC LEVEL (INCLINOMETER) Make: TESA-Swiss made / ID:PME032 / QTY:2 sensing heads	<input type="checkbox"/> Quoted / <input type="checkbox"/> Not Quoted		<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed
14	MASTER CYLINDER SQUARE Make: NIL / ID:SME005 / QTY:103 pcs	<input type="checkbox"/> Quoted / <input type="checkbox"/> Not Quoted		<input type="checkbox"/> Enclosed / <input type="checkbox"/> Not Enclosed

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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	SLIP GAUGE BLOCK SET FOR GAUGE BLOCK CALIBRATOR	KOBA, Germany	NIL	41474-9	PME016	0.5 mm to 100 mm (0.5 mm -2 pcs, 1.0 mm, 1.005mm, 1.01 mm, 4.0mm-2pc, 6.0mm-bridge piece, 100mm-2pcs, 6.0 mm)	:± (0.05+0.7L) microns	A set of 11 pcs
2	SLIP GAUGE BLOCK SET	Tesa	NIL	307545	PME018	125 mm to 500 mm .	± (0.8+L/250) microns .	8 pcs
3	SURFACE ROUGHNESS MASTER	DAIVITE WINTER THUR	NIL	NIL	PME027	0.00297 mm .	5.5% of measured value	1 pc
4	LINEAR GLASS SCALE. (0-10 MM)	NIL	NIL	0010	PME034-1	0 to 10.0 mm	:± 0.002 mm	1 pc
5	LINEAR GLASS SCALE.(0-300 MM)	NIL	01B2 1201	0020	PME034-2	0 to 300.00 mm .	± 0.002 mm	1 pc
6	ANGULAR GLASS SCALE	NII	01B2 1227	0030	PME034-3	0° to 360°	:± 25 arc sec	1 pc
7	OPTICAL FLAT	NII	NII	NII	PME028 & PME036	Diameter of 100 mm .	± 0.03 microns	2 pcs
8	MASTER RING GAUGE DIA 150 MM	NII	NII	NII	PME024	150 mm	± 1.3 micron for diameter , ± 0.1 micron for roundness & ± 5.5 %	1 pc
9	SLIP GAUGE BLOCK SET	Somet	Nil	NIL	PME019	1.005 mm to 1.009 mm	± (0.07+L/950) microns	10 pcs
10	ANGLE GAUGE BLOCK SET .	WEBER GAUGE	Nil	82312	PME031	1" ° to 45°	± 2.1 arc sec	16 pcs
11	LONG SLIP GAUGE BLOCK (1000 MM)	NIL	NIL	861001	PME014	1000 mm	± 4.88 microns	1 pc
12	SLIP GAUGE BLOCK SET	KCP	NIL	NIL	PME029	0.5 mm to 100 mm	± (0.07+L/950)	103 pcs
13	ELECTRONIC LEVEL (INCLINOMETER)	TESA-Swiss made	NIL	E0530 & E0529	PME032	0 to 10 mm	± (0.0007 mm/m upto 4.5 mm and 0.0015 mm/m above 4.5 mm)	2 sensing heads
14	MASTER CYLINDER SQUARE	NIL	NIL	NIL	SME005	400 mm	:± 5.0 microns	103 pcs

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B. SCOPE OF WORK:

- A. The accuracy of reference masters used for calibration shall have minimum 4 times better accuracy than the BHEL's instrument (UUC).
- B. 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.
- C. 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.
- D. Calibration of Instrument and calibration certificate should be delivered within a month after the instrument handed over at your works.
- E. After completion of calibration, three nos. of valid invoice shall be provided.
- F. Transportaion insurance will be borne by BHEL for all the items stated in the PR
- G. .Items will be sent to the service proviuder and recieved from the service provider by BHEL.

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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. 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.

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.
2. 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,

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.

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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:

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.

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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.

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 & 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.

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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

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.

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.

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21. 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.

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.

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ANNEXURE - 1D

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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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.

Name of Works: WORKS CONTRACT FOR "NAME OF WORKS: WORKS CONTRACT FOR CALIBRATION OF PRIMARY MASTER MEASURING EQUIPMENTS OF QC LAB OF BHEL TRICHY FOR 2018-19.

Enquiry No: 9471700106/18.11.2017

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

Enquiry No: **9471700106/18.11.2017** and accordingly we accept the same without any Deviation what so ever.

Your Faithfully

Authorized signature
with seal and address

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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: WORKS CONTRACT FOR CALIBRATION OF PRIMARY MASTER MEASURING EQUIPMENTS OF QC LAB OF BHEL TRICHY FOR 2018-19.**

Enquiry No: 9471700106/18.11.2017

The representative's specimen signature is appended below & attested.

(Signature of the representative)

Authorized signature
with seal and address

NAME OF WORKS: WORKS CONTRACT FOR CALIBRATION OF PRIMARY MASTER MEASURING EQUIPMENTS OF QC LAB OF BHEL TRICHY FOR 2018-19.

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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	BENEFICIERY'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 FOR GAUGE BLOCK CALIBRATOR Make: KOBA, Germany ID: PME016 QTY:A set of 11 no	SET	1	₹...../- (In Words ₹.....only.)
2	SLIP GAUGE BLOCK SET Make: Tesa ID: PME018 QTY:8 pcs	SET	1	₹...../- (In Words ₹.....only.)
3	SURFACE ROUGHNESS MASTER Make: DIAVITE WINTERTHUR ID: PME027 QTY:1 pc	SET	1	₹...../- (In Words ₹.....only.)
4	LINEAR GLASS SCALE. (0-10 MM) Make:NIL ID:PME034-1 QTY:1 pc	SET	1	₹...../- (In Words ₹.....only.)
5	LINEAR GLASS SCALE.(0-300 MM) Make:NIL ID:PME034-2 QTY:1 pc	SET	1	₹...../- (In Words ₹.....only.)
6	ANGULAR GLASS SCALE Make:Nil ID:PME034-3 QTY:1 pc	SET	1	₹...../- (In Words ₹.....only.)
7	OPTICAL FLAT Make:Nil ID:PME028 & PME036 QTY:2 pc	SET	1	₹...../- (In Words ₹.....only.)

NAME OF WORKS: WORKS CONTRACT FOR CALIBRATION OF PRIMARY MASTER MEASURING EQUIPMENTS OF QC LAB OF BHEL TRICHY FOR 2018-19.

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8	MASTER RING GAUGE DIA 150 MM Make:Nil ID:PME024 QTY:1 pc	SET	1	₹...../- (In Words ₹.....only.)
9	SLIP GAUGE BLOCK SET Make:Sommet ID:PME019 QTY:10 pcs	SET	1	₹...../- (In Words ₹.....only.)
10	ANGLE GAUGE BLOCK SET . Make:WEBER GAUGE ID:PME031 QTY:16 pcs	SET	1	₹...../- (In Words ₹.....only.)
11	LONG SLIP GAUGE BLOCK (1000 MM) Make:NIL ID:PME014 QTY:1 pcs	SET	1	₹...../- (In Words ₹.....only.)
12	SLIP GAUGE BLOCK SET Make:KCP ID:PME029 QTY:103 pcs	SET	1	₹...../- (In Words ₹.....only.)
13	ELECTRONIC LEVEL (INCLINOMETER) Make:TESA-Swiss made ID:PME032 QTY:2 sensing heads	SET	1	₹...../- (In Words ₹.....only.)
14	MASTER CYLINDER SQUARE Make:NIL ID:SME005 QTY:103 pcs	SET	1	₹...../- (In Words ₹.....only.)
Total value (Excluding Goods & Services Tax) (₹)				
Goods & Services Tax @..... % (₹)				
Total value (Including Goods & Services Tax) (₹)				