



ISO 9001, ISO 14001, OHSAS 18001
& SA8000 Certified Company

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उद्योग)

पावर सेक्टर उत्तरी क्षेत्र क्षेत्रिय सेवा केंद्र-नोएडा

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

Power Sector-Northern Region Regional Service Centre, Noida

Ref No. : NDA/DADRI/AUSC-CNI/18_031

Date: 22/06/2018

NOTICE INVITING E-TENDER (E-NIT)

BIDDER TO SUBMIT OFFERS ON PORTAL <https://bhel.abcprocure.com>

To

Sub: ERECTION & COMMISSIONING OF C&I SYSTEM FOR ADVANCED ULTRA SUPER CRITICAL (AUSC) BOILER FIRE SIDE CORROSION TEST RIG (FSCTR) TEST LOOP IN UNIT#3, 210 MW AT NCPS DADRI SITE (NTPC) (C&I WORKS)

Dear Sir/Madam,

- Offers are invited as per terms and conditions enclosed and GSCC (given as General and Special conditions for Services page <http://psnr.bhel.in/> (vendor area)
- This is an E-tender floated online through our E-Procurement Site <https://bhel.abcprocure.com>. The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://bhel.abcprocure.com/> Offers are invited in two-parts only.
- Taxes and Duties: As follows:**

3.1.1	Price quoted should be inclusive of all applicable Taxes/charges <u>Excluding GST</u> . The Contractor shall pay all other taxes, duties, fees, license charges, royalty, commission etc. which may be levied on the contractor in executing the contract. In case BHEL is forced to pay any of such taxes, it shall be recovered from Contactor's bills or otherwise as deemed fit. GST Shall be payable extra as per following :
3.1.2.	Vendor has to issue correct HSN/SAC code wise bill indicating therein description, value, rate, due tax and other particulars in compliance with the provisions of relevant GST Act and Rules. With the implementation of e-way bill provisions, contractor shall comply with same if applicable.
3.1.3	Vendor has to submit GST compliant invoice within 7 days from the due date of invoice as per GST Law.
3.1.4.	GST portion of invoice shall be released only when all the following conditions are satisfied by the Contractor: - a. Supply of goods and services have been received by BHEL. b. Original Tax Invoice has been submitted to BHEL. c. Contractor has declared such invoice in his applicable GST return. d. Documentary evidence or undertaking regarding discharge of GST liability in respect of supplies made by vendor has been furnished.
3.1.5	For the purposes of claiming GST from BHEL, invoice issued by contractor should be in line with provisions of GST Act & Rules. Special care should be taken in case of month end transactions.
3.1.6	The taxes and duties referred in this chapter or elsewhere in the NIT/contract is limited to direct transactions between BHEL & its Sub-Contractor. BHEL is not responsible for any liability that may arise due to any transaction beyond the direct transaction between BHEL & its Sub-Contractor.

Telephone: 0120-674-8376 674-8105 Fax: 0120-2515467,2515438 e-mail : mkb@bhel.in

Plot No. 7 & 4th floor ADVANT NAVIS BUSINESS PARK SECTOR-142'

NOIDA TO GR-NOIDA EXPRESS WAY, Noida-201305, Distt-Gautam Budh Nagar (UP)

Regd:BHEL House Fort, New Delhi-110049

3.1.7.	<p>Variation in Taxes & Duties: Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract.</p> <p>In case the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its contractor only and within the contractual delivery period only.</p> <p>In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, the Bidder/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.</p>
3.1.8.	<p>Modalities of Tax Incidence on BHEL:</p> <p>Where GST law permits more than one option or methodology for discharging liability of tax/ levy/ duty; the contractor shall approach BHEL before choosing any option to discharge his tax liability. BHEL shall have the right to direct the contractor to adopt the appropriate option considering the amount of tax liability on BHEL as well as procedural simplicity with regard to assessment of the liability.</p> <p>The option chosen by BHEL shall be binding on the contractor for discharging the obligation of BHEL in respect of the tax liability to the contractor.</p>
3.1.9	Any loss to BHEL due to non-compliance of above noted clauses and/or provisions of the GST Act and/or Rules by the contractor shall be to his account.
3.2	BUILDING & OTHER CONSTRUCTION WORKERS (REGULATION OF EMPLOYMENT & CONDITIONS OF SERVICE) ACT, 1996 (BOCW Act) AND RULES OF 1998 READ WITH BUILDING & OTHER CONSTRUCTION WORKERS CESS Act, 1996 & CESS RULES, 1998
	In case any portion of work involves execution through building or construction workers, then compliance to the above titled Acts shall be ensured by the contractor and contractor shall obtain license and deposit the cess under the Act. In the circumstances it may be ensured as under:-
3.2.1	It shall be the sole responsibility of the contractor in the capacity of employer to forthwith (within a period of 15 days from the award of work) apply for a licence to the Competent Authority under the BOCW Act and obtain proper certificate thereof by specifying the scope of its work. It shall also be responsibility of the contractor to furnish a copy of such certificate of licence / permission to BHEL within a period of one month from the date of award of contract.
3.2.2	It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under these act and rules including that of payment / deposit of 1% cess on gross payment made for value of work involving building or construction workers engaged by the contractor within a period of one month from the receipt of payment.
3.2.3	It shall be the responsibility of the sub-contractor to furnish the receipts / challans towards deposit of the cess together with the number, name and other details of beneficiaries (building workers) engaged by the sub-contractor during the preceding month.
3.2.4	It shall be the absolute responsibility of the sub-contractor to make payment of all statutory payments & compensations to its workers including that is provided under the Workmen's Compensation Act, 1923.
3.2.5	The contractor shall, however ensure before deposit of any BOCW Cess, that customer is not depositing the same in order to avoid excess deposit of cess.
3.2.6	The contractor shall bear cost of BOCW cess either by way of deposit or through recovery by BHEL in case the same is deposited by the customer.
3.2.7	In case of failure in above mentioned compliances, BOCW Cess @ 1% as well as applicable penalty as specified in BOCW Act/Rules shall be deducted from the contractor.

4. The rates should be valid for a period of **06 months** from the date of opening tender. The rates should be quoted both in figures and words. Please note that if there is mismatch between price given in figures and in words BHEL reserves its right to accept maximum of the two for evaluation, and minimum of the two for award and BHEL's decision in this regard should be acceptable to the bidders.
5. The offer should be submitted through online only in our e-Procurement platform at <https://bhel.abcprocure.com/> on or before **15:30 hrs on 02/07/2018**. **The offer will be opened at 15:30 hrs on same day (In case it is holiday on 02/07/2018 the tenders will be opened on next working day).**
6. The tender shall be submitted online only except EMD (in physical form) as mentioned below: Earnest money of **Rs. 45,108/-** is to be sent (in cash, Pay Order/ DD/ NEFT) along with the offer in favour of BHEL NOIDA.
However one time EMD shall be Rs. 5, 00,000/-. Vendors, who have already deposited one time EMD of Rs. 5, 00,000/- with SAS Noida, need not to deposit the EMD again.
7. The enclosed scope of work, details out the major activities only. However as per general maintenance requirement and site conditions certain related activities may have to be carried out without any extra cost.
8. It will be in interest of the contractor to visit site before submitting offer to have clear idea about the site conditions.
9. Time period for completion of job will be **03 MONTHS (02 MONTHS FOR PRE SHUTDOWN WORKS, 01 MONTH FOR SHUTDOWN WORK)**. However in case inputs for the critical path are not provided by BHEL in time, the completion period shall be extended for the period for which the inputs are not provided. Decision of BHEL in this regard shall be final. Penalty for delay will be as per GSCC.
10. BHEL reserves the right to reject the bidder based on their unsatisfactory performance at any other project in any centre/region.
11. Offers not received in line with the tender enquiry are liable to be rejected.
12. **Liquidated Damages/ Penalty:** In the event of failure to complete the work in given time, an amount equal to 1/2 % of the contract value per day subject to maximum of 10 % of the contract value will be levied as penalty, in case the balance work is allowed to be completed by the contractor beyond the scheduled time of completion, which is at the discretion of BHEL. In case of delays on contractor's part, at any stage during the scheduled period or after, BHEL shall have the option of ensuring completion of the job by any other means at its disposal and the charges on this account shall be levied on the contractor. These shall be adjusted against contractor's bills or security deposit.
13. **Bonus Clause, PVC and ORC shall not be applicable for subject tender.**
14. **Terms of Payment:-**

Payments shall be released on monthly pro rata basis for actual completed work at site as per % break up provided in Scope of work. The bills will be verified by BHEL site engineer and certified by BHEL Site In charge for arranging payment. GST shall be paid additionally as per the prevalent rates.

For payments of any activity following shall be applicable -

- i. For Panels, HMI Items, Instruments and Junction Boxes - 70% payment of any activity/item shall be verified after completion of erection work and 20% after commissioning of activity/items.
- ii. For cabling work – 70% of payment shall be verified after laying, glanding, ferruling and termination. 20% shall be verified after loop checking, dressing and commissioning of associated system.
- iii. For impulse lines, earthing material and cable trays - 70% payment of any activity/item shall be verified after completion of erection work and 20% shall be verified after associated system commissioning.

- iv. For civil and miscellaneous activity – 90% payment shall be verified after completion of work.
- v. For commissioning of motorised valve and PRVs – 90% payment shall be verified after commissioning of item.

Final 10 % shall be paid after successful completion of work and handing over of system. The protocols shall be prepared jointly for completion of any activity.

All payments are subject to income tax deduction at the applicable rates of the bill amount at source or as per Central Government Laws; No request for advance payment will be entertained by BHEL. BHEL reserves the right to withhold payment in case terms and conditions as per contract are not fulfilled by the contractor. Subcontractors will be required to ensure that payment made to their workers/staff/sub-vendors, etc. should be in electronic mode only through direct transfer/NEFT/RTGS to their respective bank accounts.

15. All payments shall be made through E-payment system. Contractor has to give Bank name, Branch & Account number along with the bills as these shall be incorporated in the system.
16. The selected contractor will have to mobilize within **07 days on Notice** /Telephonic request on the issue of the letter of intent/ work order/work instruction from RSC.
17. Successful tenderer will have to submit Security deposit of 5% of the Contract Value.
“If the final price of successful bidder is lesser by “ more than 20% of BHEL’s estimate then only, ‘ Additional Security Deposit’ will be required to be submitted by successful bidder with value as follows:
Additional Security Deposit = 30% of (A-B) will be calculated as below
A = 80% of BHEL estimate
B = the final offered price of successful bidder through RA (In case of RA) OR Sealed paper price bid of successful bidder (in case of paper bid)
This additional SD shall have the same validity as that of the Security Deposit and shall be revalidated /released in the manner as spelt out for the Security Deposit as per relevant clause of GCC.
For all SAS jobs, work can be started before security Deposit is collected.
However, payment can be released only after collection / recovery of initial 50 % security deposit.
18. The contractor has to ensure that the staff/ workmen deployed for execution of work uses necessary safety appliances. Surprise checks shall be done by BHEL and in case of non-compliance of above penalty of RS 500/- (five hundred) may be imposed for each case on each occasion of surprise.
19. Contractor shall ensure use of only calibrated Inspection, Measuring & Testing equipment confirming traceability to national standards. Valid calibration certificates shall accompany these IMTEs.
20. “Code for Health, Safety and Environment plan for site operation by subcontractor “at BHEL-PSNR- Sites” as detailed in vide document no. HSEP: 14 REV: 00 dated 12.08.2014 (copy enclosed) will have to be accepted by the party.
21. The contractor shall ensure compliance to all statutory requirements including but not limited to EPF deposition, Labour Licence, Insurance under applicable WC act & ESI failing which shall be liable for penal action as deemed by relevant act.
22. May see “General & Special conditions of contract (GSCC)– for Services jobs” on web page <http://psnr.bhel.in/> (vendor area))
23. Tentative date for start of work is **15/08/2018**. However the date may change based on shutdown given by customer and this shall not entail the party to revise their price or any other condition of their offer. This factor may be kept in view while quoting.
24. Price bid of only those parties will be opened who qualify in techno-commercial bid, if deemed necessary, customer's approval shall be taken for shortlisting vendors before opening of price bid.

25. BHEL reserves the right to initiate the action for suspension of business dealing, if applicable with contractor. The details for the suspension of business dealing guidelines are available on www.bhel.com.
26. The Bidder along with its associate/ collaborators/ subcontractors/ 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 any fraud or suspected fraud as soon as it comes to their notice".
27. BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com / New RA policy w.e.f. Nov 2016) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in no consideration of their bids, in case BHEL decides to go for RA. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction.
- Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).**
28. Subcontractors will be required to ensure that payment made to their workers/staff/sub-vendors, etc. should be in electronic mode only through direct transfer/NEFT/RTGS to their respective bank accounts.
29. In case of contradiction between GSCC/NIT & Annexure – A (Scope of work), conditions in Annexure – A (Scope of work) will prevail & be final.

Thanking You

Yours truly,

Dy. Manager (SAS)

Encl:

1. Scope of work - Annexure A (Page No 1 to Page No. 08)
2. Techno-Commercial bid- Annexure B
3. Un- Price bid format - Annexure C
4. Important Notes to Vendor - Annexure-D
5. Techno-commercial bid cum No deviation Certificate- Annexure-E
6. Pre-Qualification requirement (PQR)- Annexure-F
7. HSE Plan for Sub-Contractor