



An ISO: 9001
Organization

BHARAT HEAVY ELECTRICALS LIMITED

High Pressure Boiler Plant, Tiruchirappalli- 620014

Maintenance & Services Dept. (FB)

☎: (0431) 257-5010

e-mail: umadsankar@bhel.in

Enq. No: 9242000006

21.01.2020

NOTICE INVITING TENDER

Dear Sir/ Madam,

Subject: Two Part Tender Inviting Techno-commercial and Price Bids for **AMC for refractory maintenance works for all furnaces in HPBP-Unit-I & II**. Please submit your competitive offer for the above subject work as per the conditions given in the WORK/ RATE SCHEDULE and tender conditions enclosed along with the tender.

01.	Name of work	AMC for refractory maintenance works for all furnaces in HPBP-Unit-I & II
02.	Earnest Money Deposit (EMD)	₹ 9,571.00/-
03.	Duration of the contract	1 year (From the date of commencement of the work)
04.	Enquiry No. & Date	9242000006, dt.21.01.2020
05.	Last Date for Receipt of Tender	14.00 Hrs. on 29.01.2020
06.	Date of Technical Bid Opening	14.30 Hrs. on 29.01.2020
07.	Date of Price Bid Opening	Will be intimated to those who are Qualified separately.
08.	Guarantee Period	Not applicable

- The Tender documents can be downloaded from BHEL website (http://www.bhel.com/tender/tender_home.php) free of cost.
- Tender document contains **18 Pages** (Technical & Commercial Bid – 13pages, Schedule for Price Bid 01 page, Sample format for CA certificate – 01 page, Performance Certificate-01 page).
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- The duly filled Tender should be addressed to:
**THE DEPUTY MANAGER,
MAINTENANCE & SERVICES / CONTRACTS,
2&4 BUILDING, BHARAT HEAVY ELECTRICALS LIMITED,
HIGH PRESSURE BOILER PLANT,
TIRUCHIRAPPALLI, TAMILNADU - 620014.**

Special Instructions:

Tender of the following work should be submitted in a sealed cover super- scribing the NAME OF WORK, ENQUIRY NUMBER, etc., consisting of **three inner sealed covers** super-scribed such as **1) EMD cover, 2) Technical bid cover & 3) Price bid cover**.

- EMD cover shall contain EMD of ₹16,184.00/- Mode of Payment of EMD: (a) e-Collect mode (as directed in Commercial T & C) or (b) Banker's cheque/ Pay Order/ DD in favour of BHEL or (c) Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies act (FDR should be in the name of the Contractor, a/c BHEL). EMD shall not carry any interest.
- Bidders registered as **MSE (UAN) / NSIC / SSI** are exempted from paying EMD subject to submission of valid Registration document along with Tender. These bidders can avail EMD Waiver benefits only if they submit in EMD cover along with the offer, attested copies of either valid **EM-II** Certificate (five years from the date of issue of acknowledgement in EM-II or else, with attested copy of a CA Certificate in Enclosed Format) or **MSE (UAN- along with CA certificate** in attached format)/ valid **NSIC / SSI** certificate.



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3) Tenders without EMD/ MSE/ NSIC/ SSI/ EM-II proof as above will be summarily rejected and the Technical bid & Price bid shall not be considered for further evaluation.

- 4) Technical bid cover shall contain duly filled in Technical bid document signed by the tenderer in all the pages with documentary evidences for **Pre-Qualification Criteria (PQC)**. Any bid without proper documentary evidence for PQC shall not be considered for further evaluation.
- 5) One set of unpriced bid of Contract Work Schedule **duly filled & signed** by the tenderer for accepting the work content (Bill of Quantity- BoQ), should be submitted along with the Technical bid for technical evaluation. All the corrections / cancellations / insertions, if any, shall be duly attested by the Bidders concerned.
- 6) Should a tenderer find discrepancies or omissions in the tender documents, or should there be any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time. No extension of time shall be given for submission of the tender on any account.
- 7) All entries in the tender documents should be in one ink. Erasures, and overwriting are not permitted. All cancellations, and insertions should be duly attested by the tenderers concerned.
- 8) Offer should be **valid** for a period of **120 (One Hundred & Twenty) days** from Techno-commercial bid opening date.
- 9) The Bidder shall sign each and every page of tender documents, and affix seal for having accepted the conditions.
- 10) Tender can be cancelled at any stage due to unavoidable circumstances.
- 11) **Forfeiture of EMD:** EMD paid by the Tenderer will be forfeited as per Tender Documents if:
 - I. After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
 - II. The Contractor fails to deposit the required Security deposit or commence the work within 15 days of LOI/ WO/ Contract.
- 12) I. EMD given by all unsuccessful tenderers shall be refunded after of award of work/ after offer validity period.
II. EMD shall not carry any interest.
III. EMD of successful tenderer will be retained as part of Security Deposit.
- 13) The price bid cover shall contain price bid document in prescribed format **duly filled & signed by the tenderer** in all the pages. Care should be taken to fill the price bid without any overwriting & correction. Correction, if any, shall be duly attested by the Bidders concerned.
- 14) Clarification if any can be obtained from the Deputy Manager/ Contracts/ M&S, BHEL, Trichy.
- 15) The complete Technical bid and price bid along with requisite **EMD of ₹9,571.00/-** shall reach the office of the undersigned on or before **29.01.2020** at 14.00 Hrs.
- 16) The Technical bid will be opened on the same day at 14.30 hrs. In case of opening day falls on holiday or happened to be declared as a holiday the due date of receipt of offers and opening of the tender shall automatically fall on the same timing of the next working day unless intimated otherwise. Date and time of opening of the Price Bid shall be intimated only to the bidders those who have qualified after evaluation of the Technical bid. You / Your authorized representative may participate in the tender opening.

Encl:

- 1) NIT – Notice Inviting tender (Consists of Preamble, Technical Bid & Price bid Schedule)
- 2) CA certificate – Sample Format
- 3) Performance Certificate



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PRE-QUALIFICATION CRITERIA

NAME OF WORK: AMC for Refractory maintenance works for all furnaces in HPBP-Unit-I & II.

Ref: Enquiry no: 9242000006: dt. 21.01.2020; Due DT:29.01.2020, 14.00 Hrs

The following eligibility criteria shall be complied to fulfill the Technical bid:

Sl. No	Description	Vendor to confirm
1	Only those BIDDER/SERVICE PROVIDER, who have Work Experience in Refractory Bricks fixing/Insulation Blanket fixing in Furnaces in any Engineering industry within past seven years from the date of tender opening are eligible to participate in the tender. Bidder to confirm.	
2	For proof of experience-Work order copy along with Performance certificate/work completion certificate for experience in the field of Refractory Bricks fixing/Insulation Blanket fixing in Furnaces should be submitted along with offer for verification. Otherwise offer is liable for rejection. Experience proof from other than BHEL shall contain work order copy along with Form 26AS / TDS certificate / bank statement for payment from the organisation. Otherwise the offer shall be rejected.	
3	Name and contact details like E-mail, Phone number, Fax no, etc. of the customer/ company where the maintenance contract is executed. Bidder to give details.	
4	(i) BHEL Vendor code (if applicable) - (ii) PAN Number (Copy to be Enclosed) – (iii) GST registration Number (Copy to be Enclosed) – (iv) Mobile number (Which is linked to GST registration Number) – (v) Email id (Which is linked to GST registration Number) – (vi) HSN/SAC Code - Offer will be entertained only if the bidder submit the details as above & has a valid GST registration no. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer. Otherwise the offer shall be rejected.	
5	Bidder to specific applicable GST in percentage (Only GST in %)	
6	Acceptance for Scope of Work as per the Enquiry.	
7	Acceptance for All Terms & Conditions as per the Enquiry; viz. Safety, LD/Penalty, Risk Purchase, Suspension of Contract, Indemnity, BHEL Fraud Prevention Policy, etc. as given in “General Terms & Conditions”.	
8	BHEL may verify the information provided by vendor. In case the information provided by vendor is found to be false / incorrect, the offer shall be rejected. Bidder to confirm.	



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SCOPE OF WORK

NAME OF WORK: AMC for Refractory maintenance works for all furnaces in HPBP-Unit-I & II.

Ref: Enquiry no: 9242000006: dt. 21.01.2020; Due DT:29.01.2020, 14.00 Hrs

Sl.No	SCOPE OF WORK	Qty
10	AMC for furnace-Brick works NAME OF WORK FOR ALL ITEMS(Item 10 to 80): AMC FOR ALL GAS FIRED FURNACE,ELECTRICAL FURNACE,SALT BATH FURNACE,GAS PLANT BOILER AND OTHER FURNACES IN HPBP-UNIT I and II.	
10/10	Removal of damaged refractory bricks	75 M3
	Breaking, Removal and Disposal of damaged refractory fire bricks/Insulation bricks/fire clay mortar/on the constructed wall/hearth/door/Bogie of the furnaces as per Instruction of Supervisor/Refractory.	
10/20	Constrn. of Refractory Bricks	75 M3
	Construction of refractory wall/Bogie/hearth,door of the furnaces using refractory fire bricks/insulation bricks and binding fire clay mortar cement as per Instruction of Supervisor/Refractory.	
10/30	Removal of Damaged Refractory Castable	25 M3
	Breaking, Removal and Disposal of damaged refractory Castable on the constructed wall/hearth/door/Bogie of the furnaces as per Instruction of Supervisor/Refractory.	
10/40	Welding of Anchors	50 NO
	Welding of anchors on the metallic surface prior to applying Refractory castable.	
10/50	Installation of Refractory castables	25 M3
	Installation of refractory castable insulation on the furnace walls/doors/bogie/Job support pedestals using medium/dense castable.	
10/60	Welding of SS Plates	200 KG
	Welding of S.S flats on the job support pedestal beams has to be done by the contractor for supporting the refractory insulation like firebricks/castable.	
10/70	Removal of Damaged Burner block	40 NO
	Removal of damaged burner blocks (Top and Bottom places) from the wall/hearth of the gas fired furnaces as per Instructions of Supervisor/Refractory.	
10/80	Fixing of New Burner Blocks	40 NO
	Placing in position and fixing of new burner blocks(Top and bottom) with binding mortar cement, on the wall/Hearth of the gas fired furnaces as per Instructions of Supervisor/Refractory.	



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	COMMON NOTE FOR ALL ITEMS: BHEL SCOPE: 1.All the raw materials required for the above works will be provided by BHEL at factory stores/department storage place at free of cost. 2.Welding machine with welding sets, Welding consumables,cables,welding holder, cleaning agents etc., required for the above work will be supplied by BHEL at free of cost. 3.Crane will be provided by BHEL at free of cost for lifting assistance. CONTRACTOR SCOPE: 1.All the hand tools and accessories required for the above work has to be arranged by the contractor. 2.The contractor has to move the debris/wastages collected out of the above works and dispose them at identified disposal points ONLY as per the instructions of the furnace Refractory supervisor. 3.Contractor has to move the materials and debris by their own labour for which the required vehicle for movement will be arranged by BHEL. NOTE: 1)All the above works will be carried out in gas fired furnace, electrical furnace, salt bath furnace, gas plant boiler and other furnaces in HPBP-Unit I and II.	
20	AMC for furnace-Insulation works	
20/10	Removal of ceramic fibre blankets	1,000 M2
	Removal of damaged ceramic cup locks, Ceramic fibre blanket insulation lining of different densities from the side wall/rear wall/roof/door/ducts of the furnaces.	
20/20	Removal and stud fixing	2,000 NO
	Removal of damaged Inconel/Stainless steel studs and Welding of New Inconel/Stainless steel studs on the side wall/rear wall/roof/door/ducts of the furnaces. The new studs are to be welded after cleaning of the furnace surfaces.	
20/30	Fixing of ceramic fibre blankets	1,000 M2
	Positioning and fixing of ceramic fibre blankets insulation lining of different densities on the welded studs on the side/rear wall/roof/door/ducts of the furnaces and locking them with ceramic cup locks or with metallic locks and closing the cup lock with Refractory mortar.	
20/40	Fixing of veneering modules	250 NO
	Fixing of veneering modules of size 300 mm x 300mm x 25mm on the hard refractory surfaces inside the furnaces using veneering paste.	
20/50	Removal of ceramic fibre Module	100 NO
	Removal of damaged Ceramic fibre module insulation lining of size(Indicative)300 mm x 300 mm x 300 mm from the side wall/rear wall/roof/door of the furnaces.	
20/60	Fixing of ceramic fibre Module	100 NO
	Positioning and Fixing of ceramic fibre module insulation of size(Indicative)300 mm x 300 mm x 300 mm on the welded studs on the side wall/rear	



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	wall/roof/door of the furnace and locking them with metal locks. Welding spot on the shell should be thoroughly cleaned for removal of rust before welding.	
20/70	Removal & disposal of damaged cup locks	175 NO
	Removal and disposal of damaged ceramic cup locks, element holding bushes, terminal bushes from the electrical furnaces like Therelek furnace Loc: 1516-2846,1516-2847 and other electrical furnaces.	
20/80	Fixing of new cup locks and bushes	125 NO
	Fixing of new ceramic cuplocks,element holding bushes, terminal bushes from the electrical furnaces like Therelek furnace Loc: 1516-2846,1516-2847 and other electrical furnaces.	
20/90	Removal & disposal of anchoring stud & holder	175 NO
	Removal and disposal of Whistle anchoring studs,stud holder from the electrical furnaces.	
20/100	Welding & fixing of stud holder & anchorin	75 NO
	<p>Welding and fixing of stud holder and whistle anchoring studs for the electrical furnaces.</p> <p>COMMON SCOPE OF WORK(ITEM 10 TO 100)FOR ANNUAL MAINTENANCE OF REFRACTORY IN ALL GAS FIRED AND ELECTRICAL FURNACES.</p> <p>SCOPE OF BHEL:</p> <ol style="list-style-type: none"> 1)All the raw materials like ceramic fibre blankets of different densities, ceramic fibre modules with its studs will be issued by BHEL. 2)The required Inconel/Stainless steel studs will be provided by BHEL. 3)The ceramic cup locks , refractory mortar, metal locks, element holding bushes, terminal bushes, whistle anchoring studs, stud holder, heating elements will be issued by BHEL. 4)Veneering modules and veneering paste will be provided by BHEL. 5)Welding machine with welding set, Welding consumables, cables, compressed air, power, water required for the above work will be provided by BHEL. 6)Crane for lifting assistance, Stand for the work will be provided by BHEL. <p>SCOPE OF CONTRACTOR:</p> <ol style="list-style-type: none"> 1)Contractor has to move the materials by their own labour from refractory stores to work site for which the required vehicle will be provided by BHEL. 2)All the hand tools and accessories required for the work has to be arranged by the contractor. 3)The contractor has to move the debris/wastages collected out of the above work and dispose them at identified disposal points as per Instructions of Supervisor/Refractory Maintenance/M&S for which the required vehicle will be provided by BHEL. 4)During attending the electrical furnaces the contractor has to make provision in the refractory for coil terminal connections. 5)The contractor has to adopt and ensure adequate safety for their employees during execution of the work. <p>NOTE:</p>	



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	1)All the above works will be carried out in gas fired furnaces, Gas Plant Boiler assembly, electrical furnaces in HPBP-Unit I and II.	
30	AMC for furnace- Elec. Coil brick works	
30/10	Removal of the damaged coil bricks	50 NO
	Removing the damaged coil refractory bricks of sizes upto 465 mm length x upto 150 mm width x 65 mm thick in electrical furnace from Side/Bottom/Top Arch.	
30/20	Removal of the damaged coil bricks	50 NO
	Removing the damaged coil refractory bricks of size 466 mm to 610 mm Length x upto 150 mm Width x 66mm to 110 mm Thick in electrical furnace from side/Bottom/Top Arch.	
30/30	Position and fixing of new coil bricks	50 NO
	Placing in position and fixing of new coil refractory bricks of sizes upto 465 mm Length x upto 150 mm Width x 65 mm thick in electrical furnace in Side/Bottom/Top Arch using mortar.	
30/40	Position and fixing of new coil bricks	50 NO
	Placing in position and fixing of new coil refractory bricks of size 466 mm to 610 mm Length x upto 150 mm Width x 66mm to 110 mm Thick in electrical furnace in Side/Bottom/Top Arch using mortar.	
30/50	Removal of damaged side bricks	50 NO
	Removing the damaged Side coil refractory bricks of size 300mm x 200 mm x 510 mm in electrical furnace	
30/60	Removal of damaged side bricks	50 NO
	Removing the damaged Side coil refractory bricks of size 320 mm x 112 mm x 490 mm in electrical furnace .	
30/70	Position and fixing of new side bricks	50 NO
	Placing in position and fixing of new Side coil refractory bricks of size 300mm x 200 mm x 510 mm using mortar in electrical furnace.	
30/80	Position and fixing of new side bricks	50 NO
	Placing in position and fixing of new Side coil refractory bricks of size 320 mm x 112 mm x 490 mm using mortar in electrical furnace.	
30/90	Removal of damaged bottom bricks	50 NO
	Removing the damaged bottom bricks with cover with bricks of size 445mm x 230mm X 115mm in electrical furnace.	
30/100	Removal of damaged bottom bricks	50 NO
	Removing the damaged bottom bricks with cover with bricks of size 130mm x 200mm x 120mm in electrical furnace.	
30/110	Position and fixing of new bottom bricks	50 NO
	Placing in position and fixing of new bottom bricks with cover of size 445 mm x 230mm x 115 mm using mortar in electrical furnace.	
30/120	Position and fixing of new bottom bricks	50 NO



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	Placing in position and fixing of new bottom bricks with cover of size 130mm x 200mm x 120mm using mortar in electrical furnace.	
30/130	Removal of damaged arch bricks	50 NO
	Removing the damaged arch bricks with bricks of size 153 mm x 110mm x 75mm in electrical furnace.	
30/140	Removal of damaged arch bricks	50 NO
	Removing the damaged arch bricks with bricks of size 230 mm x 75 mm x 75mm in electrical furnace.	
30/150	Position and fixing of new arch bricks	50 NO
	Placing in position and fixing of new arch bricks of size 153mm x 110mm x 75mm using mortar in electrical furnace.	
30/160	Position and fixing of new arch bricks	50 NO
	Placing in position and fixing of new arch bricks of size 230 mm x 75 mm x 75mm using mortar in electrical furnace. SPECIFIC NOTE FOR ALL ITEMS: During attending the electrical furnaces, the contractor has to make provisions in the refractory for coil terminal connections. COMMON NOTE FOR ALL ITEMS(ITEM 10 TO 160): SCOPE OF WORK FOR MAINTENANCE OF REFRACTORY BRICKS IN ELECTRICAL FURNACES: 1.All the Bricks,mortar and other required raw materials for the work will be provided by BHEL from factory stores/department storage place at free of cost. Contractor has to move the materials by their own labour from storage place to site for which the vehicle will be provided by BHEL. 2.All the hand tools and accessories required for the above work has to be arranged by the contractor. 3.Welding set,Welding consumables,cables required for the above work will be supplied by BHEL at free of cost. 4.Crane will be provided by BHEL at free of cost for lifting assistance. 5.The contractor has to move the debris/wastages collected out of the above work and dispose them at identified disposal points within the BHEL Complex for which the vehicle will be provided by BHEL. NOTE: 1)All the above works will be carried out in electrical furnaces in HPBP-Unit I and II.	



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GENERAL TERMS AND CONDITIONS FOR M&S MECHANICAL CONTRACTS

1) SAFETY:

a) Safety precautions have to be ensured by the Contractor Depending on the work. Necessary work permit system and personal protective equipment's (PPE) such as electrical resistance rubber gloves, helmet, spectacle goggles, safety shoes, safety belt, etc. as applicable to Mechanical works should be adhered while carrying out the work.

b) PPES for appropriate trade job has to be ensured by the contractor at the job site at all times.

c) The work nature may demand working at heights and/or at depth areas. Hence all staff members must be of sound Physical and Mental Health who can complete the job without harming himself and others.

d) In case any employee found incompetent to carry out the work as stated above/ misbehaving others/ consumed alcohol, he shall be sent out of the factory and the contractor has to arrange alternate manpower immediately. Else the day shall be marked absent.

2) Before quoting the bidders may inspect the site of work and its environments and be well acquainted with the actual working and other relevant conditions, position of materials and labour. Tenderers are also requested to go through General -Terms & conditions, Special -Terms & conditions of Contract, Scope of work, Technical Terms & Conditions, drawings and specifications and all other documents which form part of the agreement to be entered into.

3) TENDERING CONDITIONS:

a) The Bidders shall submit the offer in **TWO PART BID SYSTEM** (Part -I & II) along with EMD as indicated below which shall be sealed in ONE OUTER ENVELOPE.

b) Envelope I- This sealed envelope should contain all the copies of technical bid together with un-priced commercial bid. This envelope should be clearly marked "Part I - Technical and commercial bid", indicating Enquiry No., Due Date and Address & Reference of the Bidder. Envelope I should contain sealed EMD cover indicating the enquiry detail.

c) Envelope II - This sealed envelope should contain price details. This envelope should be clearly marked as - "Part -II Price bid", indicating Enquiry No., Due Date and Address & Reference of the Bidder.

d) Envelope III - This sealed envelope should contain requisite **EMD**. This envelope should be clearly marked as - "EMD COVER", indicating Enquiry No., Due Date and Address & Reference of the Bidder.

e) All the three envelopes shall be put in one cover, duly sealed, super scribing as offer for Enquiry No., and due date of opening, Name of the work and the address and reference of the Bidder.

f) The offer should reach this office on or before the due date by 14.00 Hrs. (IST). Late offers will not be considered.

g) Tender should not be addressed to any Individual's name but only by designation to:

THE DEPUTY MANAGER
MAINTENANCE & SERVICES / CONTRACTS, 2&4 BUILDING,
BHARAT HEAVY ELECTRICALS LIMITED, HPBP, TIRUCHIRAPALLI
TAMIL NADU, INDIA - 620 014.

h) All entries in Tender documents shall be clearly written in one ink or typed. Tenders should be FREE FROM CORRECTION AND ERASURES, Corrections if any, must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.

i) Offers should be in ENGLISH and accompanied by detailed Point to point confirmation of the scope of work.

4) OPENING OF TENDERS:

a) The Part I - Technical & un-priced commercial bid and EMD Cover alone would be opened on the Tender opening date (as mentioned in the enquiry) by 14.30Hrs(IST).

b) The Part II - Price bid of technically suitable Bidders alone would be opened. The Technically Suitable Bidders

Sign & Seal of Contractor



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would be informed about the Price bid opening date.

c) Clarifications if any required by BHEL for Technical evaluation would be sought from Bidders before opening of Part II - price bid.

6. GST:

a) Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.

b) Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.

c) All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).

d) Invoices will be processed only upon completion of statutory requirement and further subject to following:

(i) Vendor declaring such invoice in Form GST ANX-1

(ii) Receipt of Goods or Services and Tax invoice by BHEL

e) As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on despatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).

f) In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.

g) In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor

h) In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.

i) Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.

j) Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.

k) GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central

Sign & Seal of Contractor



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Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.

7. LD/ PENALTY CLAUSE:

If the contractor fails to complete the work as per terms & conditions of the order within the delivery schedule, 0.5% of the order value will be deducted from the bill/ recovered from the SD for each week of delay or part there of subject to a max. of 10% of the total contract value.

8. Successful bidders have to submit filled forms forwarded by BHEL HR, i.e. Form-III & Form-VII (shall be given with WO copy) & submit to ALC, Pondicherry for License before commencement of work.

9. RISK PURCHASE:

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 source and get it completed to meet BHEL requirement and additional expenditure, if any, including consequential cost, will be fully recovered from the Tenderer Contractor who failed to complete the job in line with Contract.

The decision of BHEL with regard to the actual losses / consequential expenditures incurred by BHEL shall be final and binding on the Tenderer / Contractor.

10. SUSPENSION OF CONTRACT:

In the event of non-completion of contract/ un-satisfactory performance reported by the area Executive, resulting in cascading of events leading to impact in a negative way on financial/ safety/ procedures of various sections/ departments, the contract shall be terminated immediately with intimation and action shall be taken against the contractor as per the extant 'Guidelines for Suspension of business dealings with Suppliers/ Contractors'.

11. INDEMNITY:

The Contractor shall have to indemnify BHEL against all claims for injury or damage to any person or property caused by his negligence or negligence of his employees whilst in BHEL premises / sites.

13. BHEL FRAUD PREVENTION POLICY:

The bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/ service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL website <http://www.bhel.com> & shall immediately bring to notice of BHEL management about any fraud/ suspected fraud as soon as it comes to their notice.

14. PF,ESI:

The workmen of contractor should be covered under PF, ESI

15. 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.

"BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.

a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.

b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/operation and works incidental thereto at BHEL

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factories/offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/during working at BHEL Units/Officers/townships and premises/Project sites

c) Compensation in respect of each of the victims:

(i) In the event of death or permanent disability resulting from Loss of both limbs: Rs 10,00,000/- (Rs Ten lakh)

(ii) In the event of others permanent disability: Rs.7,00,000/- (Rs. Seven Lakh)

d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to section 2 (l) of the Employee's Compensation Act,1923"

16.ARBITRATION: -

a).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 EXECUTIVE/BHEL-TRICHY, or Accepting Officer or any other person is by the contract expressed to be final and conclusive shall after written notice by either party to the contract to the other party be referred to the sole Arbitration of GENERAL MANAGER or other Officers of BHEL appointed as Arbitrator, by the GENERAL MANAGER of BHEL in his sole discretion.

b).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.

c) 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.

17.PAYMENT THROUGH BANK:-

The contractor should remit the salary/wages for their workmen only through Bank. Monthly clearance will be given in respect of all contractors, if only the salary/ wages to the workmen has been remitted through the bank account of the contract workmen. The relevant Bank statement/proof for Bank payment should be produced along with PF and ESI challans to Welfare Section every month

18.IMPORTANT NOTE:-

BHEL reserves the right to short close this work with one-month advance notice due to administrative reasons. BHEL's decision in this regard is final. Under such circumstances payment will be made for on pro rata basis for the service rendered out up to the period.

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COMMERCIAL TERMS AND CONDITIONS FOR M&S MECHANICAL CONTRACTS

- 1) 100% payment will be made after completion of work on submission of invoice in triplicate duly certified by Area In-charge.
- 2) Attendance register should be maintained.
- 3) Payment of **EMD** should be done in the methods given in Spl. Instructions, sl.no.1, page-1 of the NIT.
- 4) Mode of Payment of **Security Deposit**:
 - a) **Bank Guarantee** from Scheduled Banks/ Public Financial Institutions as per Companies Act. Bank Guarantee format should have approval of BHEL or
 - b) **Local Cheques** of Scheduled Banks (subject to realization)/ **Pay Order/ DD/ Electronic Fund Transfer** in favour of BHEL or
 - c) **Fixed Deposit Receipt (FDR)** issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies act (FDR should be in the name of the Contractor, a/c BHEL) or
 - d) **Securities available from Indian Post Offices**, i.e. National Savings Certificates, Kisan Vikas Patras, etc. (held in the name of Contractor furnishing the security & duly endorsed/ pledged, as applicable, in favour of BHEL). While making such payment, Enquiry number should be mentioned in Remark column.
- 5) **Procedure to remit money to BHEL Trichy's Account (e-Collect Mode):**
 Login to : <https://www.onlinesbi.com/prelogin/icollecthome.htm?corpID=574693>
 - a) Accept the terms & conditions, click "PROCEED".
 - b) Select State "TAMILNADU" and Institution type "INDUSTRY". Select "BHEL TRICHY" under "INDUSTRY".
 - c) In the next page, select APPROPRIATE category, fill details correctly & click "SUBMIT".
 - d) If all details entered are correctly populated, click "CONFIRM" to proceed.
 - e) Make payment as per your convenience. (Options available are payment of fees through **SBI Net Banking, State Bank ATM cum Debit Cards / Other Bank Debit / Credit Cards and through SBI Branches**).
 - f) SAVE & Keep the copy of receipt for future reference.
- 6) EMD & SD amount shall not carry any interest.
- 7) Security Deposit shall be furnished by the successful vendor to the total contract value before starting the work. The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.
- 8) **SD is forfeited** in case of any failure in execution of the contract or due to any shortcomings observed in the documentation furnished earlier for getting qualified or in case the Contractor is banned. GST will be charged on the EMD/SD amount forfeited from the bidder at the applicable rates. GST tax Invoice will be issued to the vendor on receipt/recovery of GST amount from the vendor
- 9) An additional payment as per circular ref. BHEL: HR: W: EW, dt.08.04.2014 is to be paid to the contract workmen as below, over and above the minimum wages prescribed by the government of Tamil Nadu:

Unskilled	- Rs.3200/-
Semiskilled	- Rs.3700/-
Skilled	- Rs.4100/-
- 10) Bonus @ 8.33 % to workmen to be paid.
- 11) **Rate should be quoted as per price bid format.**
- 12) The rate that is offered should be comprehensive and no separate charges will be made towards expenses like travel, boarding & lodging.
- 13) GST not to be included in quoted rate & to mention separately as percentage. Other taxes, if any, are inclusive.
- 14) Tax deduction will be made from every bill at the prevailing rate as per the Government rule and regulation from time to time.
- 15) Evaluation will be on overall L1 for all items as per price bid template. In case of tie in L1, price impact will be obtained. If still tie exist L1 bidder will be chosen by draw of Lot.

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SCHEDULE FOR PRICE BID

NAME OF WORK: AMC for Refractory maintenance works for all furnaces in HPBP-Unit-I & II.

Ref: Enquiry no: 9242000006: dt. 21.01.2020; Due DT:29.01.2020, 14.00 Hrs

Sl. No	SCOPE OF WORK	Qty.	UoM	% ALLOCATION	VALUE
10	AMC for furnace-Brick works			100%	Vendor to Quote
10/10	Removal of damaged refractory works	75	M3	27.54%	-NA-
10/20	Constrn. Of refractory Bricks	75	M3	32.17%	-NA-
10/30	Removal of Damaged refractory castable	25	M3	1.55%	-NA-
10/40	Welding of anchors	50	NO	1.84%	-NA-
10/50	Installation of refractory castables	25	M3	1.84%	-NA-
10/60	Welding of SS plates	200	KG	11.11%	-NA-
10/70	Removal of Damaged burner block	40	NO	10.12%	-NA-
10/80	Fixing of new burner blocks	40	NO	13.82%	-NA-
20	AMC for furnace insulation works			100%	Vendor to Quote
20/10	Removal of ceramic fibre blankets	1000	M2	21.78%	-NA-
20/20	Removal and stud fixing	2000	NO	28.81%	-NA-
20/30	Fixing of ceramic fibre blankets	1000	M2	42.56%	-NA-
20/40	Fixing of vineering modules	250	NO	0.84%	-NA-
20/50	Removal of ceramic fibre Module	100	NO	0.35%	-NA-
20/60	Fixing of ceramic fibre Module	100	NO	2.75%	-NA-
20/70	Removal & disposal of damaged cup locks	175	NO	0.62%	-NA-
20/80	Fixing of cup locks and bushes	125	NO	0.76%	-NA-
20/90	Removal & disposal of anchoringstud & holder	175	NO	1.06%	-NA-
20/100	Welding & fixing of stud holder & anchorin	75	NO	0.46%	-NA-
30	AMC for furnace-Elec. Coil brick works			100 %	Vendor to Quote
30/10	Removal of the damaged coil bricks	50	NO	4.80%	-NA-
30/20	Removal of the damaged coil bricks	50	NO	4.58%	-NA-
30/30	Position & fixing of new coil bricks	50	NO	9.60%	-NA-

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30/40	Position & fixing of new coil bricks	50	NO	9.38%	-NA-
30/50	Removal of damaged side bricks	50	NO	6.55%	-NA-
30/60	Removal of damaged side bricks	50	NO	7.42%	-NA-
30/70	Position & fixing of new side bricks	50	NO	8.51%	-NA-
30/80	Position & fixing of new side bricks	50	NO	7.69%	-NA-
30/90	Removal of damaged bottom bricks	50	NO	4.58%	-NA-
30/100	Removal of damaged bottom bricks	50	NO	4.37%	-NA-
30/110	Position & fixing of new bottom bricks	50	NO	7.42%	-NA-
30/120	Position & fixing of new bottom bricks	50	NO	5.24%	-NA-
30/130	Removal of damaged arch bricks	50	NO	4.37%	-NA-
30/140	Position of damaged arch bricks	50	NO	4.58%	-NA-
30/150	Position & fixing of new arch bricks	50	NO	5.02%	-NA-
30/160	Position & fixing of new arch bricks	50	NO	5.89%	-NA-

- ❖ Itemwise L1 (Main item No.10,20 and 30) shall be considered for finalizing Order.
- ❖ Contractor shall quote the total amount for the Main Item Only (Item No.10, 20 and 30) and not the individual rates for every item.
- ❖ GST not to be included in the quoted rate & to be mentioned as a percentage separately. Other taxes, if any, are inclusive.

**Detailed scope of work and other terms and conditions are specified in the Technical Bid of the Tender.

Note:

- ❖ Refer the Illustration (Annexure –A) for arriving the rates for individual items by BHEL for the Total amount quoted by the vendor

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Annexure – A

ILLUSTRATION FOR ARRIVING THE RATES FOR INDIVIDUAL ITEMS BY BHEL FOR THE TOTAL AMOUNT QUOTED BY THE VENDOR

The rates for the individual items would be arrived by BHEL as follows

In this illustration assume there are eight items in the work. The respective percentage allocation is specified below

Assuming the amount quoted by the vendor is 1,00,000 /- (One Lakh) for the item no.10 for the given quantity below,

Sl.No.	ITEM No.	Quantity	% Allocation
1	10/10	200	34.24%
2	10/20	200	39.99%
3	10/30	25	0.72%
4	10/40	50	0.86%
5	10/50	25	0.86%
6	10/60	200	5.18%
7	10/70	65	7.67%
8	10/80	65	10.47%

Then, For item no 10,

Amount allocated for item 10/10 would be = $34.24\% \times 1,00,000$ (Since % allocation is 34.24 % for this item)
= Rs.34240/-

Hence the rate for item 10/10 would be = $34240/200=171.20/-$

In the same manner the rates for all items would be arrived as follows,

Item 10/20	=	₹ 199.95
Item 10/30	=	₹ 28.80
Item 10/40	=	₹ 17.20
Item 10/50	=	₹ 34.40
Item 10/60	=	₹ 25.90
Item 10/70	=	₹ 118.00
Item 10/80	=	₹ 161.08

The rates will be rounded off to nearest two decimal places only, so as to match the total amount or closest to the total amount, quoted by the vendor. Rates so arrived by BHEL shall be final and binding on the contractor.

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Certificate by Chartered Accountant on Letter Head

This is to certify that M/s. _____ (hereinafter referred to as 'company') having its registered office at _____ is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part II)) _____ dt. _____, Category: (Micro/Small). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722(E) dated October 5, 2006):

₹ _____ Lacs

2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act 2006):

₹ _____ Lacs

(Strike off whichever is not applicable)

The above investment of ₹ _____ Lacs is within permissible limit of ₹ _____ Lacs for _____ Micro / Small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

Name:

(Signature)

Membership number:

Seal of Chartered Accountant

Contractor Performance Certificate

Ref.

date: __:__:__

To,

<Name of the Organization which requires Certificate>

This is to certify that M/s....., having registered office at

....., has executed following work(s);

Sl. No.	Description of Work Executed	Scope	Period of Work Execution	Executed Value (in. Rupees)	Performance (Satisfactory/ Un-satisfactory)	Remarks (if any,)

(List of works executed in the last three years may be given. List of earlier works may also be given, if request of the certificate mentions so.)

This is to certify that M/s is a registered/ not-registered Contractor with BHEL Unit and has vendor code (optional).

This certificate is issued at request of M/s....., vide ref., dt. __:__:__ ; for the purpose of

Signature of Competent Authority