

INVITATION TO TENDER

::1::

Ref: OS/SC/2023-24/02/09

Date: 09.05.2023

Sub: Service contract for production support activities for a period of 10 months (FY2023-24) - Reg.

Sealed tenders are invited under **two bid system**, Techno-Commercial Bid (Part-I) and Price Bid (Part-II) from the reputed and experienced contractors with sound technical and financial capability for the subject work.

SL. NO.	NAME OF THE WORK	EMD in ₹	CONTRACT PERIOD
01	Service contract for production support activities for a period of 10 months (FY2023-24)	1,54,700.00	10 months

1. ELIGIBILITY CRITERIA:

- I) Average annual turnover of the contractor duly certified by a practitioner-chartered accountant during the last 3 years ending 31st March 2022 should be at least 30% of the estimated value (i.e. ₹23.20 Lakhs).

Tenderer should enclose EPF, ESI, PAN, GSTIN registration no., Income tax returns for last three years (AY 2020-21, 2021-22 & 2022-23) and Profit & Loss account and Balance Sheet certified by the Practicing Chartered Accountant for the last 3 years.

- II) The Contractor should have experience of completing similar works during the last 7 years ending **30th Apr 2023** as given below: -

- (a) Three similar completed works costing not less than the amount equal to ₹ 30.93 Lakhs each
OR
(b) Two similar completed works costing not less than the amount equal to ₹ 38.67 Lakhs each
OR
(c) One similar completed work costing not less than the amount equal to ₹ 61.87 Lakhs

Work orders & Job Completion Certificates from the customer shall be enclosed in support of successful and satisfactory completion of the orders.

Note: Similar work means carrying out of works by engaging manpower in operating industry on regular contract basis for State / Central Govt. or Undertakings or Private firms

- III) The works executed in the own name of the tenderer will only be considered for eligibility criteria.

- IV) **Office of the Service provider must be Located at Visakhapatnam, Andhra Pradesh. Documentary evidence showing office at Visakhapatnam to be submitted**

2. SCOPE OF WORK:

- i) The Scope includes carrying out production support activities like Grinding, Chips removal, De-burring, Tube holes cleaning, De-greasing, Slag removal, polishing of drilled holes, Handling of materials and Assistance to Operators etc. inside production shops by supplying experience manpower as per the instruction of BHEL-HPVP.
- ii) Providing safety appliances like safety shoes, masks, goggles, hand gloves etc. to the engaged workmen and Regular Cleaning of the related work area after completion of the work.
- iii) Though not mentioned specifically, any activity which is required for completion of the work is deemed to be included in bidder's scope.

iv) **Calculation will be done @ 0.500 MT per Man-day.**

v) Daily workers to be deployed will be decided by Head of the production department based on work load.

Note: Work is to be carried out as per Scope of Work (Annexure-I) and Schedule of Quantities & Rates.

3. LOCATION OF WORK:

3.1 The subject work is to be carried out in the factory premises of BHEL, Heavy Plates & Vessels Plant (HPVP) Unit, Visakhapatnam, Andhra Pradesh.

3.2 The intending tenderers are advised to visit the above place, note down the entry procedures, safety requirements, work permit system etc. and satisfy themselves of all conditions prevailing there before submission of their tenders.

4. EARNEST MONEY DEPOSIT:

I. The tenderer shall submit EMD for **₹1,54,700/-** (Rupees One Lakh Fifty Four Thousand and Seven Hundred only) in the following form only:-

a) Electronic Fund Transfer credited in BHEL account before tender opening (SBI Mandate form attached).

II. EMD by the tenderer will be forfeited as per NIT conditions, if:

- a) 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.
- b) The contractor fails to deposit the required security deposit or commence the work within the period as per LOI/ Contract.
- c) EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

III. EMD given by all unsuccessful tenderers shall be refunded normally within 15 days of award of work.

IV. EMD shall not carry any interest.

V. EMD of successful tenderer will be retained as part of Security Deposit.

Note: Micro & Small Enterprises (MSEs) are eligible for exemption of EMD as given below:

MSE suppliers can avail the intended benefits only if they submit valid UDYAM Registration / Certificate for Micro / Small category for the above subject service along with the offer. Non – submission of such documents will lead to consideration of their bid at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents is not submitted before price bid opening.

5. CONTRACT PERIOD:

Contract shall be valid for a period of **10 months** from the date of work order or date of intimation from operation in-charge whichever is later.

6. SECURITY DEPOSIT:

A. Security deposit means the security provided by the contractor towards fulfilment of any obligations in terms of the provisions of the contract.

B. The total amount of the security deposit will be **3% of the contract value**. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security deposit.

C. Modes of Deposit:

The balance amount to make up the required Security Deposit of **3%** of the contract value may be accepted in the following forms:

- a) Cash (as permissible under the extant Income Tax Act)
- b) Local Cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- c) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the company's act. The bank guarantee format should have the approval of BHEL.
- d) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the company's act (FDR should be in the name of the contractor, a/c BHEL.
- e) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

D. Collection of Security deposit:

At least 50% of the required security deposit, should be submitted before start of the work. Balance security deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the contractor till the total amount of the required security deposit is collected.

Security deposit shall be released to the contractor upon fulfilment of contractual obligations as per the terms of the contract.

E. Refund of Security Deposit:

- i. The security deposit shall be refunded after successful completion of the Contract as per agreement and subject to deduction of any amount due to BHEL.
- ii. Security deposit shall not be refunded to the Contractor except in accordance with the terms of the Contract.
- iii. The successful tenderers shall furnish Security Deposit within 15 days from the date of Work Order / Letter of Intent. The Security Deposit shall be furnished by the successful tenderers before commencement of work by them.
- iv. The security deposit shall not carry any interest.

Note: Acceptance of Security Deposit against Sl. No. (d) and (e) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith).

F. Security Deposit / Bank Guarantee will be released after the maintenance **period of 2 months** or **on closure of contract whichever is later.**

G. **Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate +6%) for the delayed period, shall be submitted by the bidder. Further if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT/ contract, from the bills along with due interest.**

7. INCOME TAX:

Income tax as per statutory requirement will be deducted on each payment made to the contractor and TDS certificate will be issued to this effect.

8. TDS ON GST:

TDS on GST amount as per statutory requirement as applicable will be deducted on each payment made to the contractor. Present TDS on GST is 2%.

9. PAYMENTS TO THE WORKERS:

Payment to the workers is to be made through bank by way of online transfer to their individual accounts by 10th of every month. Necessary proof is to be submitted along with monthly bill.

10. PAYMENT TERMS:

Bill payments will be arranged within 45 days for MSE/ 60 days for medium and 90 days for large enterprises from the date of submission of bills.

Bills (RA/Final Bill) to be submitted to engineer-in-charge along with following documents:

A. R.A Bill

- a) Invoice
- b) Job completion certificate issued by the Engineer-in-charge/ Attendance certified by indenting dept.
- c) Proof of payment of wages to workers through Bank with Individual Account Numbers.
- d) Proof of PF payment with detailed calculation sheet of contributions certified by IR dept.,
- e) Proof of ESI payment with detailed calculation sheet of contributions certified by IR dept.
- f) Proof of GST payment as per annexure - GST.
- g) RTGS form
- h) WAM 06 duly filled & signed
- i) For any reduction in the Invoice value, Credit Note (under GST Act) to be issued by vendor and vice versa.

B. Final Bill

- a) Invoice
- b) Job completion certificate issued by the Engineer-in-charge / Attendance certified by indenting dept.
- c) Proof of payment to workers through Bank with Individual Account Numbers.
- d) Proof of PF payment with detailed calculation sheet of contributions certified by IR dept.,
- e) Proof of ESI payment with detailed calculation sheet of contributions certified by IR dept.
- f) Proof of GST payment as per annexure - GST.
- g) Proof of Bonus and final payments etc., to workers.
- h) No claim certificate and No dues certificate
- i) RTGS form
- j) WAM 07 duly filled & signed
- k) For any reduction in the Invoice value, Credit Note (under GST Act) to be issued by vendor and vice versa.
- l) In case of release of security deposit, WAM-10 to be filled and submitted.

Note: All payments will be released through RTGS/ NEFT only (Format enclosed in Annexure-B).

11. WAGES TO THE CONTRACT WORKERS:

The Contractor shall pay the minimum wages to the contract labour as notified by the HR dept. of BHEL – HPVP, Visakhapatnam from time to time. The Present applicable minimum wages for this contract is enclosed at **Annexure – II**.

12. PRICE SCHEDULE, TAXES & DUTIES:

- a. Prices shall be quoted in the price schedule attached to the tender for the complete scope of work.
- b. **The quoted prices shall be inclusive of GST as applicable as on due date of tender submission. GST as applicable shall be payable by vendor & the same will be reimbursed as per Annexure - GST.**

- c. In addition to existing taxes, any new taxes imposed by Central/ State Govt. shall be payable by the contractor and same shall be reimbursed on submission of relevant documents/proof of payment.
- d. In case, any new tax is imposed instead of existing tax, difference of the amount shall be reimbursed/ recovered on submission of documentary evidence.
- e. Any new tax is imposed by Central/ State Govt. or there is any variation in taxes after expiry of delivery / contract period, the same shall be borne by contractor only.
- f. All terms & conditions of the contract in respect of taxes & duties are subject to new taxation laws introduced time to time by Govt. and terms & conditions will deemed to be modified in accordance with the provisions of New Laws (i.e., GST).
- g. **The quoted prices shall be fixed & firm without any escalation during the entire period of contract and till completion of the work.**

13. REVERSE AUCTION: Not applicable

14. LIQUIDATED DAMAGES:

If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.

15. COMPENSATION IN CASES OF DEATH / PERMENENT INCAPACITATION OF PERSON DUE TO UNINTENDED / UNFORESEEN OCCURENCES DURING MANUFACTURING / OPERATION AND WORK AT BHEL FACTORIES / OFFICES:

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 disability 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 factories / offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, servicing, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by company or during any works/during working at BHEL units/offices/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: ₹10,00,000/- (Rupees Ten Lakhs)
 - (ii) In the event of other Permanent disability: ₹ 7,00,000/- (Rupees Seven Lakhs)
- d) Permanent Displacement: A displacement that is classified as a permanent total disablement under the provision to Section 2(I) of the Employees Compensation Act, 1923".

16. VALIDITY OF OFFER:

The offer shall be valid for a period of **3 months** from the last date for tender submission.

17. RISK PURCHASE:

In case the contractor fails to execute the work due to any reason, BHEL reserves the right to get the same completed through some other party at the risk & cost of the contractor and any additional expenditure incurred due to the same shall be charged to the contractor.

18. GENERAL:**18.1 Bidders shall confirm their acceptance to all the terms & conditions of the tender enquiry.**

Deviations to the tender conditions are not acceptable and BHEL-HPVP reserves the right to reject such offers which do not meet Technical / Commercial requirements without any / further correspondence.

18.2 BHEL reserves the right to modify or cancel or short close the tender at any stage at its discretion without assigning any reason thereof.**18.3 The bidders shall study the Tender documents and all other relevant documents in detail for understanding the scope of work involved in various items before submission of offers.**

For any clarifications required on this tender document, scope of work etc., the bidders shall depute their authorized representatives to HPVP, Visakhapatnam with prior intimation to get clarifications from concerned authorities.

18.4 Sr DGM (Prodn) shall be the Engineer-in-charge for herein after referred to as such in the tender.**18.5 Lowest offer need not be the rate acceptable to BHEL-HPVP. BHEL-HPVP reserves the right for negotiation with the L1 bidder or opts for Reverse Auction as per applicable guidelines.****18.6 The following documents (enclosed) shall form part of the contract including this Notice Inviting Tender:****PART - I: TECHNO COMMERCIAL BID**

- | | |
|---|------------------|
| a) Special Conditions of Contract | : Annexure – I |
| b) Minimum Wages as per BHEL-HPVP HR dept. Circular | : Annexure – II |
| c) General Conditions of Contract (Works & Services) | : Annexure – III |
| c) Acceptance to the tender terms & conditions | : Annexure – IV |
| d) Contractor Information | : Annexure – V |
| e) Check List | : Annexure – VI |
| g) GTC of GeM & Service Level Agreement : To be downloaded from GEM portal. | |

PART - II: PRICE BID

- | | |
|---|------------------|
| h) Price Bid (Schedule of Quantities and Rates) | : Annexure – VII |
|---|------------------|

19. Tender Submission:

Submission of offer by a tenderer implies that all the tender documents were read by the tenderer and the tenderer is aware of the scope and specifications of the work, site condition, local conditions and other factors having bearing on the execution of the work.

If bids are not accompanied by requisite Earnest Money Deposit / Relevant Udyam registration certificate, offer will not be considered.

Submission of offer through GeM-portal Only.

SPECIAL CONDITIONS OF CONTRACT

::1::

1. The Scope of works includes carrying out production support activities like Grinding, Chips removal, Deburring, Tube holes cleaning, De-greasing, Slag removal, Polishing of drilled holes, Handling of materials. Rigging and Assistance to Operators etc. inside production shops by engaging experience workmen.
2. Work should be, all the time during the execution period, supervised either by the contractor himself or by qualified authorized supervisor of the contractor. Contractor shall employ adequate number of competent and qualified supervisors to supervise and control his employees at the work spot during execution of work for effective supervision. They will also identify their labour and regulate entry at gate at the time of entering and leaving the factory. All issues regarding discipline at the works like Work allocation, early exit, snacks distribution etc. shall be their personal responsibility. Name and address of the Supervisor, for each shift, shall be submitted to the concerned department by the contractor. One full time supervisor is required for 14 workmen and for lesser number a part time supervisor is required. For more than 50 workers two full time supervisors are required.
3. The Contractor shall pay the minimum wages including BHEL Additional payment to the contract labour as notified by the HR dept. of BHEL – HPVP, Visakhapatnam from time to time. The present rate of wages is enclosed at Annexure – II.
4. **The quoted prices shall be fixed & firm without any escalation during the entire period of contract and till completion of the work.**
5. Contractors should have individual P. F. codes. The contractor should cover the workers under Provident Fund Act and make necessary deposits with the PF Commissioner as per statutory regulations.
6. The contractor shall be responsible for any loss or damage caused to properties belonging to the company by any of the contractor's employees or staff by theft or otherwise and the contractor shall indemnify to the company the value of such properties on demand on that behalf.
7. Contractor should ensure that none of the employees work without putting on Safety Shoes. No worker should be allowed to come inside the factory putting on Slippers or Chappal.
8. Special precautions should be taken while working at height or handling of heavy jobs. Contractor should ensure that none of his worker works at a height without using Safety Belts.
9. The contract can be terminated with **Two (2) Months' notice** in writing by BHEL without assigning any reason whatsoever. However, it is contractor's responsibility/obligation to continue the said service as per contract till the new contract is finalized.
10. The contractor shall at his own costs, if required under the statutory obligations, effect necessary insurance in respect of the said staff, materials and other personnel of persons to be employed by the contractor in connection with his rendering of the aforesaid service to the company and shall comply with the provisions of Andhra Pradesh Shops & Establishment Act, Contract Labour (regulation & abolition) Act. Payment of wages Act, Minimum Wages Act, ESI Act, Employees provident Fund (Family Pension Fund) Act. 1972, Bonus Act if applicable to them and shall keep the company indemnified from all Act or omissions, faults, breaches and / or any claims, demands, liabilities, actions, proceedings, cost, charges, loss injuries, and expenses for which the company may be put or involved as a result of the contractor's failure to fulfil any of the obligations herein and / or statutes and / or any bye-laws or rules framed there under or any of them.
11. During the contract period, no reimbursements whatsoever will be made to the contractor over and above the rate quoted by the contractor and agreed to by the company for all the items.
12. The contractor shall intimate to the Manager (IR) / IR Department officials in writing about the payment days during a month and the wages for the workmen shall be paid in the presence of the representatives of the concerned department and obtain the signature of the department representative in the wages register.

SPECIAL CONDITIONS OF CONTRACT

::2::

13. All the workmen must have ID cards while on duty.
14. The item rate offered shall provide for the complete cost towards labour, supervision, overheads, profits & all other incidentals etc., complete.
15. All the tools, tackles and safety items (like Safety Shoes/Rubber Shoes, Goggles, Safety Jacket, Helmet, Gloves, Masks & Apron etc.) will be under the scope of the contractor.
16. The contractor shall not employ Sub-Contractor without the prior approval of the company.
17. All the tools and material brought inside the factory should be registered at the security gate at the time of bringing inside the factory. No gate pass will be given to take back the above on completion of work if the contractor fails to show the security department's certification that the material has been brought inside.
18. Contractor shall be responsible for deploying the required manpower. In the event of shortfall, he should make alternative arrangement. The contractor shall be solely responsible for the behaviour of the labour engaged by him. The contractor should ensure that there are no industrial relation problems due to the labour engaged by him.
19. In all matters of disputes, the decision of the Engineer-in-charge for the Job shall be final and binding on the Contractor.
20. The contractor shall maintain the account of all materials supplied by BHEL, Visakhapatnam and this should be available at site for inspection and for verification.
21. In respect of material supplied if used in excess by the contractor over the requirements as determined by the Engineer-in-Charge recovery shall be made from the contractor's bills at the rates fixed by the department.
22. Contractor should produce labour license & insurance to cover accidental risk of all categories of workmen under the workmen compensation Act etc.
23. The contractor and their staff should follow the rules and regulations with "for employment of labour by contractors" in BHEL-Visakhapatnam.
24. Contractor is responsible for any injury, permanent disability, death etc. to his workers and cost is to be borne by contractor if such incidence happens. BHEL is not responsible for such incidents.
25. Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc. They should not have any vision problem, should not be alcoholic or smoker.
26. Contractor should keep watch on his employees and will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
27. The contractor shall be liable for any damage to the company property whether accidentally or otherwise by the employee during the period of contract.
28. The contractor should have office/ Workshop and having telephone facilities for communication in Visakhapatnam.
29. Contractor should maintain appropriate records of his employees deployed to carry out the job.
30. BHEL Security personnel shall have the right to check the employees while going out of office premises and there shall be no cause or grouse on this account either from the contractor or the employees.

SPECIAL CONDITIONS OF CONTRACT

::3::

31. The Contractor should make his own arrangements for providing TEA/BREAKFAST/ MEALS etc., to the labour engaged by him.
32. In case, the labour provided by contractor is not suitable for specified job, the contractor shall replace with suitable workmen utmost satisfaction of HPVP.
33. The contractor should cover all his labour under ESI scheme to provide Medical facilities and also insurance to cover accidental benefits as specified in the relevant acts.
34. **The contractor shall be responsible to ensure that his employees follow safety rules & regulations as per statutory regulations and also instructions of the company. The company will have the right to object to any unsafe practice and the contractor will abide by the directions of the company in this regard. The contractor shall provide all necessary safety appliances (Safety Jacket, Safety Shoe, Helmet, Gloves, Masks are must for all workers and the other appliances like safety belt/ harness, safety net etc. as per the need & requirement of the work) to his labourers and shall be solely responsible for the same.**
35. The contractor shall maintain register of accidents and intimate about the occurrence of any kind of accidents and circumstances leading to the accident to the **In-charge (Safety) and In-charge (Production)** of the company
36. The contractor shall maintain the following registers in the prescribed manner under the statute and shall ensure availability of up-to-date records near the work place.
 - a. Muster Roll
 - b. Muster Roll-Cum Wage Register
 - c. Register of Over Time
 - d. Register of Fines
 - e. Register of Advances
 - f. Register of Deductions
 - g. To issue Employment Card to the Workmen
 - h. To issue Wage Slip
 - i. In case of termination of employment, the contractor shall issue service certificate
37. Notwithstanding any contrary provision herein contained this agreement may be renewed at the option of the company for any further period on the same terms and conditions as herein contained except the rate mutually agreed on such renewal and on the exercise of such option of the company and contractor shall immediately enter into a renewed agreement with the company in writing.
38. The right hereunder and / or this agreement cannot be assigned or otherwise transferred by the contractor to any person or persons or any corporation whatsoever without the written prior approval of the company.
39. The contractor shall take necessary license in respect of his trade / business and the contractor shall be personally liable in respect of this agreement. The contractor shall hold valid license as per the contract labour (Regulation & Abolition) act for engagement of labour.
40. In case of termination of employment due to completion of work, the contractor shall ensure final payment to the concerned workmen within 48 hours of the last working day.
41. **No wage period shall exceed one month.**
42. The contractor shall exhibit a notice at his work place indicating rate of wages, hours of work, wage period, date of payment of wages, name and address of Inspector having jurisdiction. This notice is required to be exhibited in English and also in local languages.
43. Any dispute arising out of the contract will be referred to the Unit Head whose decision is final and binding on both the parties.

**MINIMUM WAGES & STATUTORY BENEFITS PAYABLE TO THE CONTRACT
LABOUR AS NOTIFIED BY THE HR DEPT. OF BHEL – HPVP, VISAKHAPATNAM
W.E.F. 01.10.2022**

All Values are in ₹.

Sl. No.	Description	Unskilled	Semi-Skilled	Skilled
1	Wage per Day	530.88	623.97	748.67
2	PF @ 13% (Inclusive of Administrative charges 1%)	69.01	81.12	97.33
3	ESI @ 3.25%	17.25	20.28	24.33
4	Bonus @ 8.33%	44.22	51.98	62.36
5	Leave Wages (with PF & ESI) (Wage per day x 18 / 312) + 12/ 100(wage per day x 18/312) + 3.25/100 (wage per day x 18/312)	35.30	41.49	49.78
6	Wages for Public Holidays (Wage per day x 10 / 312)	17.02	20.00	24.00
	TOTAL	713.68	838.83	1006.47

Ref: OS/SC/2023-24/02/09

Date: 09.05.2023

Sub: Service contract for production support activities for a period of 10 months (FY2023-24) – Reg.

ACCEPTANCE TO TENDER TERMS & CONDITIONS

I / We hereby confirm that the **Tender documents, all Annexures etc.** have been studied in detail and we have fully understood the scope of work.

I / We accept to all the **Terms and Conditions** of the Tender Enquiry and the prices quoted are in accordance with the same.

I / We accept to offer valid for a period of **3 months** from the last date for tender submission.

Tender documents duly signed on all the pages by the Owner / authorized representative of the bidder are attached herewith.

Signature of the Bidder with Company Seal

CONTRACTOR INFORMATION

Sl. No.	Particulars	To be Filled by Bidder
01.	Name of the Contractor	
02.	Nature of Firm / Concern (Proprietor / Partnership / Pvt. Ltd. / Public Ltd.) Note: In case of partnership concern, please enclose photo copies of the partnership deed	
03.	Full address	
04.	Name of the Proprietor/Partner	
05.	Name of the Person(s) and designation authorized for signing the contract / dealing with BHEL	
06.	Telephone No. of the firm	
07.	Mobile No.	
08.	E-mail ID	
09.	HSN / SAC Code	
10	GSTIN Registration Certificate	
11	PAN Number	
12	PF Registration No.	
13	ESI Registration No.	
14	MSE Registration no. if any Valid Udyam /	

CHECK LIST

Sl. No.	Particulars	Document Enclosed (Yes / No)	Document No
01.	Name of the Contractor (Company Registration Copy)		
02.	Tender Document Signed & Stamped		
03.	Earnest Money Deposit (EMD)		
04.	GSTIN Registration Certificate		
05.	PAN Number		
06.	PF Registration No.		
07.	ESI Registration No.		
08.	Valid Labour Licence copy		
09.	Income Tax Returns for last 3 years		
10.	Profit & Loss account, Balance Sheet and Turnover certificate certified by the Practicing Chartered Accountant for the last 3 years		
11	Work orders & Job Completion Certificates in similar works as mentioned in eligibility criteria.	Details Shall be Submitted as per Format-A of NIT	
12.	MSE Registration Documents, Valid Udyam Registration certificate		

Ref: OS/SC/2023-24/02/09

Date: 09.05.2023

Documents referred in the below table are submitted against the Point No: II of Clause 01. Eligibility Criteria of the above referred Enquiry.

Sl. No	Work Order reference	Description of Similar Services	Work Completion Certificate reference	Executed Value in INR
1				
2				
3				

SIGNATURE OF THE TENDERER WITH SEAL

ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS / NEFT TRANSFER

01	NAME & ADDRESS OF THE SUPPLIER / SUBCONTRACTOR	
02	VENDOR CODE ASSIGNED BY BHEL,HPVP LTD	

DETAILS OF BANK ACCOUNT

03	NAME & ADDRESS OF THE BANK	
04	NAME OF THE BRANCH	
05	BRANCH CODE	
06	MICR CODE	
07	ACCOUNT NUMBER	
08	TYPE OF ACCOUNT	
09	BENEFICIARY'S NAME	
10	IFSC CODE OF THE BRANCH	
11	EMAIL ID	
12	TELEPHONE / MOBILE NUMBER	

CERTIFICATE

I / We here by agree to receive the payments due from M/s Bharat Heavy Electricals Ltd., by the National Electronic Fund Transfer / 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 are a valid discharge of the liability of M/s Bharat Heavy Electricals Ltd. 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.

(Authorized Signatories 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 authorized signatory and the MICR and IFSC codes of our branch mentioned above are correct.

Place:

Bank Manager / Officer

Date:

Signature with Bank stamp and Name seal

FORWARDED TO ACCOUNTS DEPARTMENT / CASH SECTION

We confirm the above details are verified with the records available with us

Signature of BHEL Official with Name & Seal
Operating the contract / Services

GST COMPLIANCE FOR INDIGENOUS SUPPLIERS / CONTRACTORS

1. In Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GSTIN which should be clearly mentioned in the offer. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer.
2. Supplier shall mention their GSTIN in all their invoices 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), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.
3. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
4. A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.
5. All documents like Test Certificate, LR copy, Guarantee/Warranty certificate, work completion certificate, any other document mentioned in PO, shall be sent along with the vehicle/consignment where ever applicable. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the PO, then BHEL will not be able to accept or account the material, in such case availing of tax credit will be deferred to next month or so.
6. In case of discrepancy in the data uploaded by 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 (details to be uploaded in GSTN portal) for the shortages or rejections in the suppliers, within the calendar month notified by BHEL.
7. For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.
8. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contractors. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Debit note will be issued by BHEL indicating the respective supply invoice number.
9. This is to inform that GST portion of invoice, shall be released only upon Vendor declaring such invoice in his GSTR-1 and receipt of goods and Tax invoice by BHEL and Confirmation of payment of GST thereon by vendor on GSTN portal. Alternatively, BG of appropriate value may be obtained from vendor which shall be valid At least one month after the confirmation of date of payment of GST by vendor on GSTN portal and receipt of Tax invoice and receipt of goods, whichever is later. Above is subject to receipt of goods/service and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.
10. That in case vendor delays Declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied/ leviable on BHEL.

Note: The above will be followed strictly for Processing vendor payments to ensure GST Compliance.

BHARAT HEAVY ELECTRICALS LIMITED
HEAVY PLATES & VESSELS PLANT
VISAKHAPATNAM – 530 012

PART – II
(PRICE BID)

NAME OF WORK:

Service contract for production support activities for a period of 10 months (FY2023-24) – Reg.

Tender Enquiry No: OS/SC/2023-24/02/09, **Date:** 09.05.2023

NOTE:

- 1) Tenderers are requested to visit the site before submitting their tenders and go through the site conditions, nature and quantum of the job to be done and in general shall themselves obtain all necessary information as to risks, safety precautions, contingencies and other circumstances. A tenderer shall be deemed to have full knowledge of the site, whether he inspects it or not, no claim shall be allowed.
- 2) The quoted prices shall be fixed & firm without any escalation during the entire period of contract and till completion of the work.
- 3) The rate quoted shall be including GST as applicable. However, GST as applicable shall be paid by the contractor and same shall be reimbursed on submission of proof of payment along with the bill as per Annexure - GST.
- 4) **L1 shall be evaluated based on total quoted price at Sl. No: 5. Bidders shall enter the price quoted at Sl. No: 5 in GeM Portal also.**
- 5) **Calculation will be done @ 0.500 MT per Man-day.**
- 6) The quantity indicated below in the schedule is indicative only and may increase/ decrease or be deleted but total value of contract will not exceed the awarded value, unless otherwise order is amended. However, payment shall be made for the actual quantity only.
- 7) The Contractor shall pay the minimum wages to the contract labour as notified by the HR dept. of BHEL – HPVP, Visakhapatnam from time to time. The present rate of minimum wages is enclosed at Annexure – II
- 8) **Once in a month, bill shall be prepared for the actual quantum of work done and submitted to the Sr DGM (Prodn) for further process for arranging payment.**
- 9) **In case price quoted by bidder is less than present minimum wages & statutory benefits including BHEL additional amount payable to contract worker as per tender, those offers will be rejected. Floor price set in GeM bid for minimum wage amount for this tender as. ₹69,36,914.40. Offers below floor price are liable for rejection.**
- 10) Normally, Minimum Labour wages are revised twice in a year and Contractor has to pay the revised wages from the effective date. Hence, the bidders are advised to quote accordingly

SIGNATURE OF THE TENDERER WITH SEAL

BHARAT HEAVY ELECTRICALS LIMITED
HEAVY PLATES & VESSELS PLANT
VISAKHAPATNAM – 530 012

NAME OF WORK: Service contract for production support activities for a period of **10 months (FY2023-24)** - Reg.

Tender Enquiry No: OS/SC/2023-24/02/09, Date: 09.05.2023

SCHEDULE OF QUANTITIES & RATES

SL No	DESCRIPTION OF WORK	Unit	Qty. (a)	Unit Rate in ₹ (b)	Total in ₹(c)
1	Service contract to carry out production support activities in BHEL - HPVP Production Shops for a period of 10 months as per detailed scope of work. Note: 0.500 MT = 1 Man day (equal to 8 hrs of one Un Skilled Worker operation (Helpers))	Rate per MT	1040	=Total amount in column C /1040	21.40% of Total Amount Quoted at Sl. No:3
2	Service contract to carry out production support activities in BHEL - HPVP Production Shops for a period of 10 months as per detailed scope of work Note: 0.500 MT = 1 Man day (equal to 8 hrs of one Semi-Skilled Worker operation (Grinders & Riggers))	Rate per MT	3250	=Total amount in column C /3250	78.60% of Total Amount Quoted at Sl. No:3
3	Total Amount in ₹				
4	GST @18% in ₹				
5	Total Amount Inclusive of GST in ₹ (Sl. No.3 + 4) (Please enter this price in GeM portal)				

Total Amount in Words inclusive of GST:

Notes:

- 11) **Bidders to quote Total amount against sl. no. 3 in above Format but enter the total price arrived inclusive of GST at Sl.No:5 in GeM portal.**
- 12) Bidders Shall ensure their derived unit rate per MT at sl. no. 1 & 2 are inclusive of Service charge, Cost of Safety appliance and minimum wage revisions throughout the contract period.
- 13) Unit Rate so derived per MT shall be fixed through out the contract period and there is no additional charges reimbursement over and above the Unit rate per MT.

SIGNATURE OF THE TENDERER WITH SEAL



BHARAT HEAVY ELECTRICALS LIMITED

Heavy Plates & Vessels Plant (A Govt. of India Enterprise)

VISAKHAPATNAM - 530 012

MANDATE FORM

OPTION TO RECEIVE E-PAYMENT THROUGH NEFT & RTGS

1. NAME : BHEL - HPVP
2. ADDRESS : NATHAYYA PALEM, VISAKHAPATNAM
3. PARTICULARS OF BANK ACCOUNT –
 - a. BANK NAME : STATE BANK OF INDIA
 - b. BRANCH NAME : BHPV Branch
 - c. BRANCH ADDRESS : BHPV POST, VISAKHAPATNAM
 - d. IFSC CODE : SBIN0001675
 - e. ACCOUNT NO. : 33276118389
 - f. WHETHER BRANCH IS NEFT ENABLED : YES
 - g. WHETHER BRANCH IS RTGS ENABLED : YES
4. E-MAIL ID FOR RECEIVING SYSTEM GENERATED PAYMENT ADVICE:
: rsprakash@bhel.in

I hereby declare that the particulars furnished above are correct

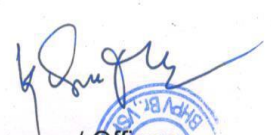
For Bharat Heavy Electricals Limited, Visakhapatnam,


(Authorised Signatory)

BANK CERTIFICATION:

This is to certify that the particulars furnished above are correct & complete as per our records.

Date: - 3 JUL 2020


Bank Manager / Officer
Signature with Bank stamp and Name seal

K. SAMBA MURTY
Deputy Manager M-10461
Visakhapatnam - 530 012, VSP