



INVITATION TO TENDER

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Ref: OS/SC/2024-25/45/25

Date: 15.06.2024

Sub: Service contract for carrying out Inspection, Testing & certification of safety valves pertaining to LPG Storage tank, Liquid Oxygen storage tanks and Oxygen plant filling area of BHEL-HPVP, Visakhapatnam by Certified competent person - Reg.

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	ESTIMATE VALUE ₹	EMD ₹	LAST DATE FOR RECEIPT OF TENDER
01	Service contract for carrying out inspection, Testing & certification of safety valves pertaining to LPG Storage tank, Liquid Oxygen storage tanks and Oxygen plant filling area of BHEL-HPVP, Visakhapatnam by Certified competent person	1.50 Lakh	Nil	25.06.2024 in GeM Portal

1. ELIGIBILITY CRITERIA:

The vendor should produce their competent person details such as Competency certificate from PESO, Approval No. and its validity as per Rule 18 of SMPV rules (2016).

2. SCOPE OF THE WORK:

2.1 SCOPE OF CONTRACTOR:

To carryout Inspection, Testing & issue certificate of safety valves pertaining to LPG Storage tank, Liquid Oxygen storage tanks and Oxygen plant filling area as per Rule 18 of SMPV rules (2016):

Details about the Safety Valves to be tested:

Sl. No.	Description	Tag No.:	Test pressure Kg/Cm ²	Quantity in no.
1	LPG Four port safety valve	SV01	12.5	1
2	Oxygen Single port safety valve	10759/93	15	1
3	Oxygen Single port safety valve	10762/93	15	1
4	Oxygen Single port safety valve	VM2798	15	1
5	Oxygen Single port safety valve	5808	16	1
6	Safety valve oxygen plant filling station	11895478	161.77	1
7	Safety valve oxygen plant filling station	11895479	161.77	1

2.2 SCOPE OF BHEL:

Arranging of test facilities and testing at required pressures.

Note: Pneumatic test facility up to 30 bar is available with M/s BHEL-HPVP. Beyond 30 bar and up to 400 bar test facility is available with hydro testing station. These facilities can be arranged from M/s BHEL-HPVP. Facilities required other than the mentioned facilities are to be arranged by the contractor. Other requirements are to be clearly mentioned in your offer.

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3. LOCATION OF WORK:

- 3.1 The subject work is to be carried out in the Premises of BHEL, Heavy Plates & Vessels Plant (HPVP) Unit, Visakhapatnam, Andhra Pradesh 530012.
- 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. CONTRACT PERIOD:

Contract shall be valid for a period of **3 Months** from the date of work order **or** intimation by Engineer-in-charge Mechanical Maintenance department, whichever is later.

5. EARNEST MONEY DEPOSIT:

Not Applicable

6. 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.

7. 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%.

8. SECURITY DEPOSIT:

Not Applicable.

9. FACTORY RULES & REGULATIONS:

Party shall abide by all the rules and regulations in force from time to time as per factory act. It shall be party's responsibility for ensuring the safety of the workmen and fulfilling employee state insurance and other statutory obligations.

10. PAYMENT TERMS:

100% Bill payments will be arranged within **45 days for MSE (Micro/Small), 60 days for Medium Enterprise, 90 days for non-MSEs from the date of submission** of bill to Engineer-in-charge.

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

A. R. A Bill / Final Bill

- a) Invoice
- b) Job completion certificate issued by the Engineer-in-charge
- c) Proof of GST payment as per Annexure - GST.
- d) RTGS form
- e) WAM 06 duly filled & signed
- a) WAM 07 duly filled & signed (for Final Bill)
- b) No Due & No Claim Certificates

Note:

1. Final bill means last month bill for service contracts. In case of works, final bill means bill for finally executed quantity.
2. All payments will be released only through RTGS / NEFT only.

11. PRICE SCHEDULE:

- a) Prices shall be quoted in the price schedule attached for the complete scope of work.
- b) **The quoted prices shall be inclusive GST.** However, GST as applicable shall be payable by contractor & 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.**

12. LIQUIDATED DAMAGES / PENALTY:

In the event of any delay in completion of work or part thereof as per the contractual time schedule due to the reasons attributable to contractor, M/s. BHEL- HPVP shall have the right to impose Liquidated Damage at the rate of 0.5% of the contract value per week delay subject to a maximum of 10% of the contract value.

13. VALIDITY OF OFFER:

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

14. 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 and overhead charges shall be charged to the contractor. Risk & Cost will be implemented as per STANDARD OPERATING PROCEDURE FOR IMPLEMENTATION OF RISK & COST of BHEL.

15. GENERAL:

15.1 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.

Bids not accompanied with requisite documents, incomplete / conditional offers, bids not conforming to the terms & conditions specified in the tender documents are liable for rejection.

15.2 BHEL reserves the right to modify or cancel or short close the tender at any stage at its discretion without assigning any reason thereof.

15.3 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.

15.4 Manager (WE-Mech. Maint.) shall be the Engineer-in-charge for herein after referred to as such in the tender.

15.5 Lowest offer need not be the rate acceptable to BHEL-HPVP and BHEL-HPVP reserves the right for negotiation with the L1 bidders.

15.6 The following documents (enclosed) shall form part of the contract including this Notice Inviting Tender.

PART - I: TECHNO COMMERCIAL BID

- a) Acceptance to the tender terms & conditions : Annexure – I
- b) Contractor Information : Annexure – II
- c) Check List : Annexure – III
- d) Service Level agreement & GTC of GeM: to be downloaded from GeM Portal.

PART - II: PRICE BID

- e) Price Bid (Schedule of items and Bill of Quantities) : Annexure – IV

16. TENDER SUBMISSION:

16.1 The Bid shall be submitted in two parts through GEM portal before submission time and date along with the following documents:

- i) All pages of NIT with signed copy of Acceptance to the tender terms & conditions (Annexure-I) with Company seal.
- ii) competent person details such as Competency certificate from PESO, Approval No. and its validity as per Rule 18 of SMPV rules (2016).
- iii) Copy of GSTIN Registration Certificate.
- iv) Copy of PAN.
- v) Valid MSE registration copy if any (Udyam registration)
- vi) All other applicable documents as detailed in the tender

Offers received in any other form will not be accepted.

16.2 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 rates at which stores, tools and plant, free / chargeable materials etc., will be issued to him by BHEL - HPVP and other factors having bearing on the execution of the work.

17. OPENING OF TENDERS:

Techno-commercial Bids will be opened on **25.06.2024 at prescribed time in GeM Portal.**

18. REVERSE AUCTION:

Reverse auction will be conducted in GEM Portal.

19. For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract / PO/WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.

20. SUB-LETTING:

In general, sub-letting of jobs will not be permitted. But in special circumstances, this may be allowed. In such case, the party should obtain written approval from BHEL-HPVP, Visakhapatnam before sub-letting

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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.

I / We give our acceptance to participate in **Reverse Auction** in case BHEL decides to go for reverse auction for this tender.

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

SIGNATURE OF THE TENDERER WITH 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.	Fax No.	
08.	Mobile No.	
09.	E-mail ID	
10.	HSN / SAC Code	
11.	Organizational structure with name and designation	

CHECK LIST

Sl. No.	Particulars	Document Enclosed (Yes / No)	Document No
01.	Name of the Contractor		
02.	Tender Document Signed & Stamped		
03.	competent person details such as Competency certificate from PESO, Approval No. and its validity as per Rule 18 of SMPV rules (2016).		
04.	GSTIN Registration Certificate		
05.	PAN Number		
06.	HSN / SAC Code		
07.	MSE Registration Documents, if any (Valid Udyam Registration)		

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 P0, 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/Warrantee 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**

**PRICE BID
PART-II**

NAME OF WORK:

Service contract for carrying out Inspection, Testing & certification of safety valves pertaining to LPG Storage tank, Liquid Oxygen storage tanks and Oxygen plant filling area of BHEL-HPVP, Visakhapatnam by Certified competent person- Reg

Tender Enquiry No: OS/SC/2024-25/45/25, Date: 15.06.2024

SCHEDULE OF QUANTITIES & RATES (SOQR)

ITEM NO.	DESCRIPTION	UNIT	Amount in ₹
1	carrying out Inspection, Testing & certification of safety valves pertaining to LPG Storage tank, Liquid Oxygen storage tanks and Oxygen plant filling area of BHEL-HPVP, Visakhapatnam by Certified competent person for the safety valves (total: 7 no.) mentioned in Clause no.2 (scope of work) of this NIT	Lump sum	
2	GST @ 18%		
3	TOTAL AMOUNT INCLUDING GST (This amount is to be quoted in GEM Portal)		

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) GST as applicable shall be payable by the contractor and same will be reimbursed by BHEL as per Annexure - GST.
- 3) The quoted prices shall be fixed & firm without any escalation during the entire period of contract and till completion of the work.

SIGNATURE OF THE TENDERER WITH SEAL