



INVITATION TO TENDER

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Ref: OPS/OS/SC/2021-22/72/63

Date: 19.11.2021

Sub: Service Contract to carry out NDT activities like RT films Interpretation, MPT, UT, LPT etc. in production shops of M/s BHEL-HPVP, Visakhapatnam for a period of one year – 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	CONTRACT PERIOD
01	Service Contract to carry out NDT activities like RT films Interpretation, MPT, UT, LPT etc. in production shops of M/s BHEL-HPVP, Visakhapatnam for a period of one year	One Year

1.0 ELIGIBILITY CRITERIA:

- I) Average annual turnover of the contractor duly certified by a practitioner chartered accountant during the last 3 years ending 31st March 2021 should be at least **₹2.45 Lakhs**. In case annual turnover for FY 2020-21 is not finalized or ITR is not submitted by the contractor, Avg. annual turnover during the last 3 years ending 31st March 2020 shall be considered.

Tenderer should enclose EPF, ESI, PAN, GSTIN New registration no., Income tax returns for last three years (AY, 2019-20, 2020-21, 2021-22/ 2018-19) 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 **31st Oct 2021** as given below: -

- (a) Three similar completed works costing not less than the amount equal to 40% of the estimated value (i.e. **₹3.26 Lakh** each)

OR

- (b) Two similar completed works costing not less than the amount equal to 50% of the estimated value (i.e. **₹4.08 Lakh** each).

OR

- (c) One similar completed work costing not less than the amount equal to 80% of the estimated value (i.e. **₹6.52 Lakh**).

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

Note:

- 1) **Similar work means carrying out of Non Radiography NDT activities like RT films Interpretation, MPT, UT, LPT etc. works by engaging manpower in operating industry on regular contract basis for State / Central Govt. or Undertakings or Private firms.**
- 2) **Job Completion Certificates (must have Work order reference, contract period & actual executed value) from the customer and Work order copy shall be enclosed in support of successful and satisfactory completion of the orders.**

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

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2.0 SCOPE OF THE WORK:

Work is to be carried out as per Scope of work (Annexure – I) & Schedule of Quantities & Rates (Annexure-VIII)

3.0 LOCATION OF WORK:

- 3.1 The subject job is to be carried out inside the Factory premises of BHEL, Heavy Plates & Vessels Plant (HPVP), 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.

4.0 CONTRACT PERIOD:

Contract shall be valid for a period of **One Year** from the date of issue of work order or intimation from Quality - NDT Dept., whichever is later.

5.0 EARNEST MONEY DEPOSIT:

Not applicable as per OM No. F.9/4/2020-PPD, Dated: 12.11.2020. Bidders to submit Bid Securing declaration form as enclosed in **Annexure-VII.**

6.0 SECURITY DEPOSIT:

Security Deposit shall be collected from the successful tenderer @**3%** Contract Value as per OM No: No. F.9/4/2020-PPD, Dated:12.11.2020

- A. Security deposit means the security provided by the contractor towards fulfillment 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 fulfillment 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.**

7.0 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.

8.0 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%.

9.0 PENALTY:

In case the work suffers due to insufficient manpower and due to reasons not attributable to BHEL-HPVP, penalty for delayed period is of 0.5% per week subjected to maximum of 10% of Work order value

10.0 PAYMENT TERMS:

100% payment will be released within **45 days** from the date of submission of following documents to NDT-Dept.

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) NEFT 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) NEFT form
- h) WAM 07 duly filled & signed.
- i) NO dues & No Claim Certificates
- j) For any reduction in the Invoice value, Credit Note (under GST Act) to be issued by vendor and vice versa.
- k) In case of release of security deposit, WAM-10 to be filled and submitted.

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 through RTGS/NEFT only

11.0 WAGES TO THE CONTRACT WORKERS:

- a. 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 – IV.
- b. 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.

12.0 PRICE SCHEDULE, TAXES & DUTIES:

- a. Prices shall be quoted as per price schedule attached to the tender for the complete scope of work.
- b. **The quoted prices shall be inclusive of all applicable taxes, duties & GST as applicable as on due date of tender submission.** 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**

13.0 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
- c) guarantee testing undertaken by company or during any works/during working at BHEL units/offices/townships and premises/project sites.
- d) 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)
- e) 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

14.0 VALIDITY OF OFFER:

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

15.0 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.

16.0 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.

17.0 GENERAL:

17.1 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, late / delayed bids, incomplete / conditional offers, bids not conforming to the terms & conditions specified in the tender documents are liable for rejection.

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

17.3 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.

17.4 **Manager (Quality- NDT)** shall be the Engineer-in-charge for herein after referred to as such in the tender.

17.5 Lowest offer need not be the rate acceptable to BHEL-HPVP. BHEL-HPVP reserves the right to go for negotiation with the L1 bidder.

17.6 The following documents (enclosed) shall form part of the contract including this Notice Inviting Tender: -

PART - I: TECHNO COMMERCIAL BID

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|---|------------------|
| a) Scope of Work | : Annexure – I |
| b) Special Conditions of Contract | : Annexure – II |
| c) Minimum Wages as per BHEL-HPVP HR dept. Circular | : Annexure – III |
| d) Acceptance to Tender Terms & Conditions | : Annexure – IV |
| e) Contractor Information | : Annexure – V |
| f) Check List | : Annexure – VI |
| g) Bid Security Declaration Form | : Annexure – VII |
| h) GTC of GeM | |

PART - II: PRICE BID

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|---|-------------------|
| i) Price Bid (Schedule of items and Bill of Quantities) | : Annexure – VIII |
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18.0 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 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.

19.0 REVERSE AUCTION: Not Applicable

20.0 The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

SCOPE OF WORK**::1::****A) VENDOR'S SCOPE OF WORK:**

1.0 MPT, UT, LPT Testing & Evaluation, RT film interpretation, NDE Reports closing through Computer/Manual Requisitions, dispatch of reports to concerned shops and data capturing shall be performed by the Competent NDE Personnel.

2.0 MAGNETIC PARTICLE TESTING (MPT):

- a) Nature of jobs: Stub welds, butt welds and other weld attachments, gas cut edges, back chipped/gouged areas, swaged ends etc.
- b) Type of Magnetism: Circular or Longitudinal magnetism.
- c) Method: Wet or Dry MPT, Fluorescent or Non-Fluorescent MPT.
- d) Personnel has to carry the tests as well as to Evaluate the test results as per IBR, ASME, EIL standards and BHEL standards etc.

3.0 ULTRASONIC TESTING (UT):

- a) Nature of jobs: Butt welds, Nozzle welds, Brazed welds, Raw Material plates/Formed products/Forged Products, thickness measurements etc.
- b) Method of testing: Conventional Ultrasonic Testing with or Without Video recording facility.
- c) Personnel has to carry the tests as well as to Evaluate the test results as per IBR, ASME, EIL standards and BHEL standards etc.

4.0 LIQUID PENETRANT TESTING(LPT):

- a) Type of jobs: Stub welds, butt welds and other weld attachments, gas cut edges, back chipped/gouged areas, raw material, Domes, formed plates etc.
- b) Method of testing: Solvent removable Fluorescent or Non-Fluorescent LPT.
- c) Personnel has to carry the tests as well as to Evaluate the test results as per IBR, ASME, EIL standards and BHEL standards etc.

5.0 RT FILM EVALUATION:

Radiography RT films to be evaluated as per respective code editions such as IBR, ASME, EIL standards and BHEL standards etc.

6.0 EDUCATIONAL QUALIFICATION, TRAINING AND CERTIFICATION OF OPERATORS DEPLOYED AT BHEL:

Competent NDE personnel shall be with minimum educational qualification Diploma in Metallurgy/ Mechanical (OR) B.Sc., with physics as a subject. Each Personnel shall be qualified, trained and Certified to minimum NDE Level II in RT, MPT, UT & LPT with one-year experience in accordance with ASNT/ ISNT.

NOTE:

- (i) Person deployed shall be qualified and certified/recertified in accordance with SNT-TC-1A - 2016 Code Edition and it should be in line with NDT/BHEL requirements. Certification & Recertification of NDE personnel deployed should meet the requirements of applicable ASME CODE Edition is in the scope of Vendor only.
- (ii) Vendor should submit NDE Written Practice for "PERSONNEL QUALIFICATION AND CERTIFICATION IN NON DESTRUCTIVE TESTING" approved by their appointed ASNT NDT LEVEL III along with supporting documents for applicable ASME Code Edition.

7.0 NUMBER OF PERSONNEL: Vendor shall deploy Three persons with NDE Level-II in RT, MPT, UT & LPT methods certified from ASNT/ ISNT for a period of one year.

SCOPE OF WORK**::2::**

- 8.0** The Vendor shall be required to operate inside BHEL-HPVP premises in all Manufacturing shops. Equipment, Accessories such as calibration blocks etc. and Consumables shall be moved from BHEL storage location to works area by Vendor. After completion of works all the equipment and accessories to be safely kept at BHEL storage location.
- 9.0** The RT film evaluation, MPT, UT & LPT tests shall be carried out by trained and certified man power provided by Vendor in accordance with BHEL approved procedures /ASME /IBR/ Technique sheet using BHEL equipment's and consumables.
- 10.0 WORKING HOURS:** 6.00 AM to 2.30PM, 8.00 AM to 4.30 PM, 1.30 PM to 10:00 PM, 10.00 PM to 6.00AM. Personnel will be deployed suitably in any shift(s) to meet production schedules.
Personnel should not leave the factory during shift hours allotted by BHEL-NDT. They will be allowed to leave the factory during shift hours on emergency cases with the security gate pass permission issued by BHEL executive/Shift In-charge.
- 11.0 WORKING ON HOLIDAYS AND SUNDAYS:** When required, the Personnel should work on holidays & Sundays also.
- 12.0 ABSENCE FROM DUTY:** In case of break of service owing to absence of contract NDT personnel, Contractor shall immediately mobilize with qualified alternate substitution. If the alternate substitute is not provided within 2 days, it will entail penalty amounting to the double of the man days' wage quoted from the bills. In addition to the penalty, the man days of absents will be recovered from the running bill.
- 13.0 COMPETENCE:** On award of contract, the personnel identified for the above job will be subjected to interview/written test by NDT/BHEL for ensuring the competence of the operator and only those operators approved by BHEL will be permitted to perform the job. The operators failed to clear the interview/written test shall be substituted by the suitable Personnel immediately, to make up for the minimum recommended NDE level II operators.
- 14.0 WORK ALLOTTMENT:** The day to day work will be allotted by the concerned supervisor/executive of NDT dept. at different work centers. However, the continuous supervision of the MPT, UT & LPT test, RT film evaluation shall be carried out by the Vendor. The test results shall be recorded in a log book register maintained by NDT at different work centers for further generation of reports through SAP/Manual reports by Vendor.
- 15.0 IDENTIFICATION OF TEST RESULTS:** The MPT, UT & LPT tested jobs shall be identified for the status of test results and RT film evaluation results to be identified with a tracing paper and to correlate with job. In the case of welds, a chalk mark / Paint mark or a sticker near the weld shall be used to indicate the acceptable / rejection / repair of the weld.
- 16.0 RESPONSIBILITY OF VENDOR:** The day-to-day maintenance and proper utilization of the MPT, UT & LPT equipments. Any repair / damage to the MPT, UT & LPT equipments or accessories of BHEL due to the carelessness or misuse of the operator will be viewed seriously by BHEL and is liable for the reimbursement of the expenditure for repair from Vendor. However, in case of any major break down or malfunctioning of the equipment, Vendor shall immediately inform to the concerned area executive for necessary action.
- 17.0 SAFETY:** The electrical safety precautions shall be strictly followed by the operators of the Vendor. The operators deployed by the NDT agency for testing inside shop floor, shall wear personal protective equipment and safety shoes which shall be provided by the Vendor.
- 18.0 PERIOD OF CONTRACT:** One year from the date of award of contract.

SCOPE OF WORK

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B) BHEL's SCOPE:

- I. BHEL will provide MPT, UT & LPT equipment's/ accessories in working condition and consumables required for the test and illuminator for RT film evaluation.
- II. Test blocks are to be used for examination of materials and welds; to establish sensitivity will be under BHEL scope.
- III. Test procedures and technique sheets will be issued by BHEL.
- IV. Calibration of equipments.
- V. Witness of the calibration and MPT, UT & LPT on each item by NDT/ BHEL.
- VI. To arrange for the customer witness as per Quality plan.

SPECIAL CONDITIONS OF CONTRACT**::1::**

1. These conditions should be read in conjunction with **General Conditions of Contract** of BHEL, Visakhapatnam – 530012.
2. All the workmen must have ID cards while on duty.
3. The item rate offered shall provide for the complete cost towards labour, supervision, overheads, profits & all other incidentals etc., complete.
4. 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.
5. The contractor shall not employ Sub-Contractor without the prior approval of the company.
6. 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.
7. 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 worker engaged by him. The contractor should ensure that there are no industrial relation problems due to the labour engaged by him.
8. In all matters of disputes, the decision of the Engineer-in-charge of works, BHEL, Visakhapatnam-12 shall be final and binding on the Contractor.
9. 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.
10. 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.
11. Contractor should produce labour license & insurance to cover accidental risk of all categories of workmen under the workmen compensation Act etc.
12. Once the contract is awarded, it is the sole responsibility of contractor to pay wages due to intermediate minimum wages revision by **HR dept. of BHEL – HPVP**. BHEL is not responsible to pay any additional amount due to such minimum wage revision.
13. The contractor and their staff should follow the rules and regulations with "for employment of labour by contractors" in BHEL-Visakhapatnam.
14. The contractor should adhere to the safety requirements as per the latest version of AP Factories Act.
15. 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.
16. 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.
17. 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.
18. The contractor shall be liable for any damage to the company property whether accidentally or otherwise by the employee during the period of contract.
19. The contract can be terminated with **One (1) Month notice** in writing on either side without assigning any reason whatsoever.
20. The contractor should have office/ Workshop and having telephone facilities for communication in Visakhapatnam.

SPECIAL CONDITIONS OF CONTRACT

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21. Contractor should maintain appropriate records of his employees deployed to carry out the job.
22. 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.
23. The Contractor should make his own arrangements for providing TEA/BREAKFAST/ MEALS etc., to the labour engaged by him.
24. In case, the labour provided by contractor is not suitable for specified job, the contractor shall replace with suitable workmen utmost satisfaction of HPVP.
25. The contractor shall pay the wages for the Weekly day of rest and also on Public Holidays being observed by the company
26. The contract 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.
27. Contractors should have individual P.F. codes. In the absence of the individual P.F Code No. within 30 days of L.O.I, the contract will be treated as cancelled. The contractor should cover the workers under Provident Fund Act and make necessary deposits with the PF Commissioner as per statutory regulations.
28. The contractor should pay the amount towards Bonus, Retrenchment compensation and Encashment of non-availed earned leave to his workmen on completion of the contract and submit proof of such payment along with final bill.
29. **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.**
30. 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 (Quality-NDT)** of the company
31. 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
32. The agreement / contract shall remain in force for a period of **One Year** from the issue of LOI or unless determined earlier without notice at the option of the company or happening of any of the circumstances mentioned below
 - a) If the contractor fails or neglects to render the said services or any of them to the satisfaction of BHEL, Visakhapatnam or if the contractor commits breach of any of the rules and regulations.
 - b) If the business of the contractor is wound up or dissolved or if any receiver is appointed or attachment is levied in respect of any of his properties and assets.

SPECIAL CONDITIONS OF CONTRACT

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33. 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.
34. 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.
35. 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.
36. 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.
37. No wage period shall exceed one month.
38. Any dispute arising out of the contract will be referred to the Unit Head whose decision is final and binding on both the parties.

Ref: OPS/OS/SC/2021-22/72/63

Date: 19.11.2021

**MINIMUM WAGES & STATUTORY BENEFITS PAYABLE TO THE CONTRACT
LABOUR AS NOTIFIED BY THE HR DEPT. OF BHEL – HPVP, VISAKHAPATNAM
W.E.F. 01.10.2021**

(Includes A P State minimum wage & BHEL Additional Amount)

All Values are in ₹

Sl. No.	Description	Unskilled Worker	Semi-Skilled Worker	Skilled Worker
1	Wage per Day	525.36	614.30	732.95
2	PF @ 13% (inclusive of Administrative Charges 1%)	68.30	79.86	95.28
3	ESI @ 3.25%	17.07	19.96	23.82
4	Bonus @ 8.33%	43.76	51.17	61.05
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)	34.93	40.85	48.73
6	Wages for Public Holidays (Wage per day x 10 / 312)	16.84	19.69	23.49
	TOTAL	706.26	825.83	985.33

Sub: Service Contract to carry out NDT activities like RT films Interpretation, MPT, UT, LPT etc. in production shops of M/s BHEL-HPVP, Visakhapatnam for a period of one year – **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 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. Limited/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 Code./ 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.	GSTIN Registration Certificate		
04.	HSN / SAC Code		
05.	PAN Number		
06.	Income Tax Returns for last 3 years		
07.	Profit & Loss account and Balance Sheet certified by the Practicing Chartered Accountant for the last 3 years		
08.	Work orders & Job Completion Certificates in similar works as mentioned in eligibility criteria.		
09.	MSE Registration Documents for relevant works as per Tender (if applicable) Valid NSIC certificate or Valid MSME registration/ Udyog Aadhaar Certificate Or Valid Udyam Registration Certificate		
10.	Start-up India – Certificate of Recognition (if Applicable)		

BID-SECURING DECLARATION FORM

To,
Dy. Manager
Outsourcing Department,
BHEL- HPVP, Visakhapatnam

I/We, the undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

I/We accept that I/we will automatically be suspended from being eligible for bidding in any contract with BHEL for a period of **10 months** from the date of notification, if I am /we are in breach of any obligation(s) under the bid conditions, because I/we:

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity,
 - (i) fail or refuse to execute the Contract, if required,
or
 - (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid-Securing Declaration shall expire if I am/we are not the successful Bidder, upon the earlier of (i) our receipt of your notification of the name of the successful Bidder; or (ii) **thirty days** after the expiration of my/ our Bid.

Signature of Tenderer with Company Seal

Date:

Place:

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**

**PRICEBID
PART-II**

NAME OF WORK:

Service Contract to carry out NDT activities like RT films Interpretation, MPT, UT, LPT etc. in production shops of M/s BHEL-HPVP, Visakhapatnam for a period of one year- Reg.

Tender Enquiry No: OPS/OS/SC/2021-22/72/63, Date: **19.11.2021**

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 Contractor shall pay the minimum wages including BHEL additional amount payable 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 – III**
- 3) **The quoted prices shall be fixed & firm without any escalation during the entire period of contract and till completion of the work.**
- 4) **The quoted prices shall be inclusive of all applicable taxes, duties and GST as applicable as on date of tender submission.** However, GST as applicable shall be payable by the contractor and same will be reimbursed by BHEL as per Annexure - GST.
- 5) **L1 shall be evaluated based on quoted total price.** However, BHEL reserves the right to negotiate with L1 vendor.
- 6) The quantity indicated 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 quantities executed only.
- 7) **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.**

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

NAME OF WORK: Service Contract to carry out NDT activities like RT films Interpretation, MPT, UT, LPT etc. in production shops of M/s BHEL-HPVP, Visakhapatnam for a period of one year - Reg.

Tender Enquiry No.: OPS/OS/SC/2021-22/72/63, Date: **19.11.2021**

SCHEDULE OF QUANTITY & RATES (SOQR)

Item No.	Description	Unit	Quantity (a)	Rate per shift including GST in ₹ (b)	Total Amount including GST in ₹ (c) = (a) x (b)
1	Service Contract to carry out NDT activities like RT films Interpretation, MPT, UT, LPT etc. in production shops of M/s BHEL-HPVP, Visakhapatnam for a period of one year. Note: 1. One Shift is equal to 8 Hrs. of Semi-Skilled Operation. 2. Contractor should engage three persons with NDE Level-II in MPT, UT & LPT methods certified from ASNT/ ISNT	Shift	936 (3 persons x 26 days per month x 12 months)		

Total Amount in Words:
