

Ref: OPS/OS/SC/2021-22/10

Sub: Service Contract "To carry out PWHT of 06 nos. L&T Vessels at Lova Garden site, Visakhapatnam" - Reg.

Sl No	INDEX	Pg No
1	ELIGIBILITY CRITERIA	1
2	SCOPE OF THE WORK:	1
3	LOCATION OF WORK:	2
4	EARNEST MONEY DEPOSIT:	2
5	CONTRACT PERIOD:	2
6	SECURITY DEPOSIT/ ePBG:	2
7	INCOME TAX:	2
8	DS ON GST:	2
9	PAYMENT TERMS:	2
10	PRICE SCHEDULE, TAXES & DUTIES	3
11	REVERSE AUCTION:	3
12	LIQUIDATED DAMAGES	3
13	COMPENSATION IN CASES OF DEATH / PERMENENT INCAPACITATION OF PERSON DUE TO UNINTENDED / UNFORESEEN OCCURENCES DURING MANUFACTURING / OPERATION AND WORK AT BHEL FACTORIES / OFFICES	3
14	VALIDITY OF OFFER	4
15	RISK PURCHASE	4
	ANNEXURE-I: Detailed Scope of Work	5-13
	ANNEXURE-II: ACCEPTANCE TO TENDER TERMS & CONDITIONS	14
	ANNEXURE-III: CONTRACTOR INFORMATION	15
	ANNEXURE-IV:CHECK LIST	16
	ANNEXURE NEFT	17
	ANNEXURE GST	18
	ANNEXURE-V:BID-SECURING DECLARATION FORM	19
	ANNEXURE-VI: PRICE BID	20-21



INVITATION TO TENDER

Ref: OPS/OS/SC/2021-22/10

Sub: Service Contract “To carry out PWHT of 06 nos. L&T Vessels at Lova Garden site, Visakhapatnam” - 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
01	PWHT of 06 nos. L&T Vessels at Lova Garden site, Visakhapatnam

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 2021 should be at least 34.20 Lakhs
Tenderer should enclose EPF, ESI, PAN, GSTIN registration no., Income tax returns for last three years (AY- 2018-19, 2019-20 & 2020-21) 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 2021** as given below: -

(a) Three similar completed works costing not less than the amount equal to ₹ 45.6 Lakhs each

OR

(b) Two similar completed works costing not less than the amount equal to ₹ 57 Lakhs each

OR

(c) One similar completed work costing not less than the amount equal to ₹ 91.2 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 PWHT works through external firing method 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.

2. SCOPE OF THE WORK:

Please see Annexure-I for Detailed Scope of work

3. LOCATION OF WORK:

- 3.1 The site is located at M/s BHEL- HPVP, Sea-Front Facility at Lova Gardens site near BB3-Jetty 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:

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-VI

5. CONTRACT PERIOD:

Please see Clause No:18 of Annexure-I for Schedule

6. SECURITY DEPOSIT/ ePBG:

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

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. PAYMENT TERMS:

Subject to any deduction which BHEL may be authorized to make under the contract, payment shall be made within 45 days from the date of bill submission, upon certification of the BHEL engineer at site, as explained hereunder: -

- 1) 90 % progressive payment based on work done against RA bills.
 - 2) 10% Final Bill shall be paid after completion of PWHT of all vessels in all respects and Acceptance by Customer.
- 90% progressive payments shall be made against completion of milestones as detailed below:
- 10% on Installation & Calibration of Furnace and satisfactory completion of PWHT of Test Load
 - 15 % on completion of PWHT of 1st vessel duly certified by BHEL site engineer.
 - 15% on completion of PWHT of 2nd vessel duly certified by BHEL site engineer.
 - 15% on completion of PWHT of 3rd vessel duly certified by BHEL site engineer.
 - 15% on completion of PWHT of 4th vessel duly certified by BHEL site engineer.
 - 15% on completion of PWHT of 5th vessel duly certified by BHEL site engineer.
 - 15% on completion of PWHT of 6th vessel duly certified by BHEL site engineer

FINAL BILL

Final bill shall be submitted after completion of all works and material reconciliation along with following documents as specified in General Conditions of contract.

- a. Work Completion Certificate by BHEL Site In- charge.
- b. No Claim certificate by Contractor.
- c. Clearance Certificates wherever applicable viz. Clearance Certificates from BHEL and various Statutory authorities like Labour Department, PF authorities, Commercial Tax Dept. etc.
- d. Indemnity Bond as per prescribed format.

10. 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 all applicable taxes, duties and 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.**

11. REVERSE AUCTION: Applicable

12. LIQUIDATED DAMAGES:

Refer Clause 5.0 of Part-C of Annexure-I

13. 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”.

14. VALIDITY OF OFFER:

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

15. 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. GENERAL:

16.1 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.

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

16.3 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.

16.4 Dy Manager (OS)- Lovagarden Site shall be the Engineer-in-charge for herein after referred to as such in the tender.

16.5 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.

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

PART - I: TECHNO COMMERCIAL BID

- | | |
|--|------------------|
| a) Scope of Work | : Annexure – I |
| b) Acceptance to the tender terms & conditions | : Annexure – II |
| d) Contractor Information | : Annexure – III |
| e) Check List | : Annexure – IV |
| f) Bid Security Declaration Form | : Annexure -- V |
| g) GTC of GeM | |

PART - II: PRICE BID

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

17. 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.

DETAILED SCOPE OF WORK**Sub: PWHT of 06 nos. L&T Vessels at Lova Garden site, Visakhapatnam. – Reg.****1.0 BREIF DESCRIPTION OF WORK:**

PWHT of vessels described in table-1 by external firing method in a Modular Type Stand-alone furnace and PWHT of local joints by Electrical method as per the attached PWHT Procedure in Annexure – I A & PWHT cycle in Annexure-I B, Provision of specialized & experience manpower, all necessary equipment & accessories to carryout PWHT and all necessary work required for PWHT of Vessels as per drawings, EIL standards & specifications and SOQR.

Table 1.

SL. NO.	DESCRIPTION OF VESSELS	DIMENSIONS			QUANTITY
		ID (mm)	Length TL-TL (mm)	Thickness	
1	504-V-802	7000	15000	36-28	01
2	504-V-607 A/B/C	6000	23000	32	03
3	504-V-315	5900	14200	32	01
4	504-V-805 A	6500	20000	30+3 clad	01

The detailed scope of work is as given in the Annexure-I, EIL Standards, Specifications, Drawings and SOQR enclosed to NIT.

2.0 LOCATION OF SITE:

The site is located at M/s BHEL- HPVP, Sea-Front Facility at Lova Gardens site near BB3-Jetty Visakhapatnam, Andhra Pradesh. The tenderers are advised to visit the site before submission of the tender to assess for themselves the site conditions, the entry restrictions, safety requirements, labour regulations, local conditions etc.

PART – A: TECHNICAL SPECIFICATION

1.0 PWHT is to be carried out by external firing in a Modular Type Stand-alone furnace for the following vessels.

S. No.	Vessel Tag No.	Size of the Vessel	QTY.	WEIGHT each	MOC	Schedule
1.1	V-607 A/B /C	6 M ID X 32 Thk. X 28.2 M TL to TL	03	195	SA 516 Gr. 70 Nace + HIC	Schedule is July 21 to Dec. 21.
1.2	V-315	5.9 M ID x 32 Thk. X 14.2 M TL to TL	01	125	SA 516 Gr. 70 Nace + HIC	
1.3	V-802	7.0 M ID x 28 Thk. X 15.0 M TL to TL	01	130	SA 516 Gr. 70 Nace + HIC	
1.4	V-805 A	6.5M ID X (30+ 3) Thk. X 20. M TL to TL.	01	175	LAS Gr.22 + SS Clad	

2.0 Section wise details of vessels are as below

L&T Vessels									
Vessel-tag →		504-V-607A/B/C		504-V-315		504-V-802		504-V-805	
ID		6 Meter		5.9 Meter		7 Meter		6.5 Meter	
Length & weight		length	weight	length	Weight	length	weight	length	weight
Sections	1	9.87	47.9	8.9	52	5.5	40	7	42
	2	7.96	37.87	12	73	7.0	38	9	48
	3	13	63			5.5	40	7	42
No. of sections		09		02		03		03	
No. of joints		06		01		02		02	

Note: The weight will be approx. 20 % more than above after considering the nozzles and externals. The width should be 2 mtr excess to the mentioned after considering the nozzle projections and clearances.

- 4.0 Vessels in sections as described above shall be handed over in designated position to vendor along with supply of suitable saddles.
- 5.0 PWHT of LAS Gr.22 is 695+/- 10 deg. Furnace maximum temperature should be 720+/- 10 deg.
- 6.0 Completion of PWHT of vessels sections by external firing & PWHT of local weld joints by electrical method as per the procedure & specifications, deployment of specialized & experience manpower, necessary equipment & accessories, Tools & Tackles to carryout PWHT and all other necessary activities for successful completion of PWHT in all respect are in the scope of vendor.
- 6.0 Equipment sections will be loaded along with suitable saddle inside furnace for SR and furnace will be stationery. **During the placement & removal of each section of the Vessels inside the Furnace for carrying the PWHT, top hat and required side panels are to be removed and again installed after placement of section and activities like dismantling and assembly of the panels are to be arranged by the vendor. However, Crane for these activities shall be provided by BHEL free of issue.**
- 7.0 Providing, Erection & Commissioning and Calibration of Externally Diesel fired stress Relieving Furnace are in the scope of vendor. Contractor shall meet the following for smooth & safe operation of PWHT.

Technical Specification of Furnace:

Minimum inner dimension for accommodating vessels listed in Table-1:

Width: 10000 mm,
Height: 10000 mm,
Length: 15000 mm

However, Furnace dimensions to be taken care by the Vendor for accommodating the sections of the above vessels considering the minimum clearance required to avoid Fire impingement on the vessels.

- 7.1 **Temperature:** Maximum: 720+/-10-degree C Operating: 670° C with Uniformity of +/- 10°C.
- 7.2 **Heat treatment Parameters:** As per PWHT cycle given in Ann. I B
- 7.3 **Calibration:** As per ASME / API standard and as per the documents attached in Annexure- I C.

- 8.0 **All Equipment and materials required for carrying out the PWHT of sections & local joints shall be supplied by vendor and vendor shall take back all the materials after completion of the job.**

Furnace Panels, Structures (channels/ angles etc.), required Insulation are in scope of vendor. Vendor to avoid leakage of flue gas and heat loss to ensure temperature uniformity and fuel efficiency. Necessary working platform, access ladders etc. are in scope of Vendor.

- 9.0 Combustion equipment, Oil service tank, oil fired burners, combustion air blower, Duplex pumping unit, air/oil flexible hoses, calibrated thermocouples, temperature recorders, compensating cables, required no. of motor starters for combustion air blowers, air compressors & duplex oil pumping are in scope of Vendor.
- 10.0 Main distribution board comprising of suitable isolators & sub isolators along with ELCB is in Vendor scope.
- 11.0 Assembly & dismantling of modular furnace along with required manpower is in scope of Vendor.
- 12.0 Supply of thermocouples along with cables and temperature chart recorders is in vendor scope
- 13.0 Supply of oil pumping facility including day tank, oil hoses & fittings, air fan etc. is in vendor scope.
- 14.0 It is responsibility of Vendor to erect and commission the Modular furnace. The furnace will be considered commissioned after carrying out one trial batch with job or dummy load. The furnace shall be calibrated as per ASME / API standard as per Annexure I C.
- 15.0 After erection & commissioning and calibration of furnace, PWHT activities will be taken up for the vessels as detailed in table I. Overall supervision of PWHT and deputation of supervisor and skilled operators and requisite manpower for round the clock operation, all required Tools & Tackles, personal safety protection equipment are in the scope of vendor.
- 16.0 The loading and unloading of job will be handled by BHEL cranes available at site. Necessary saddles to suit geometry of the vessels and internal spider type support for the vessels, will be provided by BHEL, for each vessel.
- 17.0 Vendor to provide all arrangements for full weather protection to the Furnace equipment and to enable open air operation throughout the contract period.
- 17.0 Receipt, unloading, of all delivered furnace materials, storage of delivered material, tools and implements to be taken care by the Vendor. BHEL shall provide a space at site for the same.

PART-B: CONTRACTOR' S SCOPE / RESPONSIBILITY:

1. **The detailed scope of work as mentioned above and all works required for the completion of the job are to be carried out by Vendor within the Quoted price.**
2. All necessary manpower skilled, semi-skilled, unskilled, along with all machinery, Instruments, tools and tackles, consumables etc., required for completion of the job in all respects and supervision of the activity and submission of the recorded chart/ log sheets of the heat treatment cycle.
3. Arranging all necessary transport, medical, accommodation and other facilities of your employee / staff and abide by all labour law, safety codes, and statutory regulations in vogue.

4. Supply of LPG gas along with required accessories for operation of pilot ignition during start-up of burner.
5. **Construction Power and Water shall be provided to the Vendor at one point.** Further distribution to work spot with necessary accessories as per the safety rules and regulations in vogue at site shall be carried out by the Vendor at his own cost.
6. All necessary scaffolding pipes, clamps, supports, ladders, platforms, bulk heads etc. as required are to be arranged by vendor.
7. Vendor to ensure the timely payment of labour wages and payments to their employees/ staff at site without linking to the payment due from BHEL.
8. It is Vendor's responsibility to remove all debris and clean the owner designated area, once all activities are completed to the satisfaction of Engineer-In charge.
9. All safety requirements shall be adhered to by Vendor. All necessary safety equipment required shall be arranged by Vendor. **Vendor shall provide dedicated safety engineer throughout the contract period.**
10. Vendor shall arrange Insurance as may be required under law for all his employees and workmen/ labor engaged by them and for all construction machineries, tools and tackles deployed by them.
11. **The Vendor has to obtain labor license, if applicable, before commencement of site works as per the Labor Act.**
12. The Vendor shall fulfill all statutory obligations with regard to **Employee Provident Fund (EPF) & ESI** in respect of his employees and labor / workmen engaged by them and should submit proof to site In-charge / Resident Manager of BHEL – HPVP.
13. All local statutory requirement shall be in scope of vendor.
14. All expenses towards mobilization & demobilization including bringing in equipment, clearing the site etc., shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained.
15. The Vendor shall perform their jobs in eco-friendly manner and in consonance with the objectives of Site environment management system.
16. The Vendor shall adhere to the Health, Safety and Environment (HSE) management system.
17. It shall be Vendor's responsibility to comply with all rules and regulations in force at construction site.

BHEL-HPVP SCOPE:

1. All finished column sections will be supplied by BHEL- HPVP.
2. All AFC drawings, Technical Specifications, Standards and approved QAP for total job will be furnished by BHEL-HPVP.
3. Uninterrupted 3 Phase 415V Power supply will be made available BHEL at One point.
4. Construction water at one point free of charge.
5. Diesel will be supplied by BHEL. **Vendor to arrange for transportation of same from HPVP to Lovagarden site.**
6. All necessary area lighting as required.
7. Cranes for installation & dismantling of Furnace & its components and loading and unloading of Vessel sections will be provided by BHEL.
8. Necessary saddles to suit geometry of the vessels and internal spider type support for the vessels.

SPECIAL CONDITIONS OF CONTRACT FOR PWHT WORKS

1. Reasonable office space for proper functioning of Vendor personnel will be provided by BHEL at site free of charges.
2. Vendor have to arrange for medical facilities and necessary insurance facilities for the personnel posted at site without any extra cost
3. Vendor shall provide individual unlimited mobile facility and **a Laptop** for the use of Staff / engineers without any extra cost.
4. BHEL shall provide a set of drawings, specifications and other relevant data for the above work. In case of limited drawing, specifications and other relevant documents, Vendor has to arrange Xerox copy of documents for your use at your cost. Vendor shall return all drawings/data/specification as provided by BHEL after the completion of job.
5. All data / findings obtained from this work shall become the property of BHEL. This cannot be published / utilized by anyone/ Vendor without written permission of competent authority of BHEL.
6. Sub-letting of jobs within the agreed scope of work, in any way is not permitted.
7. Vendor shall make available suitable personnel/ senior level technical personnel (personnel, other than those posted at site) for discussions/ interactions with BHEL, Customer and consultants, vendors / sub-contractors wherever need arises. Your senior level personnel will visit periodically to site to ascertain the quality of jobs performed by your site personnel. Such visits of senior personnel will be free of any additional charges to BHEL.
9. BHEL reserves the right to make final decisions on rejections of the work by Contractor and such decisions shall be binding on Vendor and become conclusive.
10. Vendor personnel posted at site shall not move outstation without the prior permission of Construction Manager of BHEL.
11. It is Vendor sole responsibility to insure your personnel against accident and injury while at work. Accordingly, contractor to take insurance policy suitably and copy of same need to be submitted to BHEL for record before start of Site Work.
12. No mobilization advance is payable in this contract.
13. The accepted price shall remain firm throughout the execution period including extension period, if any, and no escalation/ revision shall be payable.
14. EXTRA WORK: There is no provision of any extra work in this contract /package.
15. **OVER RUN COMPENSATION (ORC) /IDLE CHARGES:**
The contractor shall not be entitled to claim and the company shall not be liable to pay any amount on account of overrun compensation and idle charges, the overrun/ idling may be for whatsoever reasons.

16. Time schedule:

1. The PWHT works of vessels are Tentatively Scheduled from July 21. Furnace Equipment and Manpower at our Lovagarden site shall be Mobilized by the Vendor within one Month from the date of Mobilisation call by BHEL. Any delay in the mobilization of Furnace Equipment along with Manpower will attract LD as per clause no.05 of Part-C (Commercial) of NIT.
2. Completion of PWHT of all the sections of Vessels within 06 months from the date of 1st front available OR 01 months from the date of handing over of last section at site whichever is later. Any delay in the completion of job will attract LD as per clause no.05 of Part-C (Commercial) of NIT.

PART – C (COMMERCIAL)

1.0 PRICE:

Tenderer shall quote his best competitive price for the subject work detailed in Annexure-I, Technical Standard & specifications and drawings in the proforma "SCHEDULE OF QUANTITIES AND RATES" (SOQR) enclosed at **Annexure –VII**. **Prices shall be inclusive of all taxes, duties and GST. GST shall be reimbursed against proof of payment and submission of documents as per prevailing act.**

2.0 TERMS OF PAYMENT:

Subject to any deduction which BHEL may be authorized to make under the contract, payment shall be made on the certification of the BHEL engineer at site, as explained hereunder: -

90 % progressive payment based on work done against RA bills.

10% Final Bill shall be paid after completion of PWHT of all vessels in all respects and Acceptance by Customer.

90% progressive payments shall be made against completion of milestones as detailed below:

- 10% on Installation & Calibration of Furnace and satisfactory completion of PWHT of Test Load
- 15 % on completion of PWHT of 1ST vessel duly certified by BHEL site engineer.
- 15% on completion of PWHT of 2nd vessel duly certified by BHEL site engineer.
- 15% on completion of PWHT of 3rd vessel duly certified by BHEL site engineer.
- 15% on completion of PWHT of 4th vessel duly certified by BHEL site engineer.
- 15% on completion of PWHT of 5th vessel duly certified by BHEL site engineer.
- 15% on completion of PWHT of 6th vessel duly certified by BHEL site engineer

FINAL BILL

Final bill shall be submitted after completion of all works and material reconciliation along with following documents as specified in General Conditions of contract.

- a) Work Completion Certificate by BHEL Site In- charge.
- b) No Claim certificate by Contractor.
- c) Clearance Certificates wherever applicable viz. Clearance Certificates from BHEL and various Statutory authorities like Labour Department, PF authorities, Commercial Tax Dept. etc.
- d) Indemnity Bond as per prescribed format.

3.0 LAW GOVERNING CONTRACT AND COURT JURISDICTION:

The contract shall be governed by the law in force in the Republic of India. The Civil court having original civil jurisdiction at Visakhapatnam for HPVP shall alone have exclusive jurisdiction in regard to all claims in respect of the contract. No other civil court shall have jurisdiction in case of any dispute under this contract.

4.0 MATERIAL ACCOUNTING:

The contractor shall fully account all the free issue materials and submit the material reconciliation statement which will be verified and certified by Resident Engineer, BHEL-HPVP. The store clearance has to be taken by the contractor and to be submitted along with final bill for processing final bill.

The surplus materials as well as the scrap after the material accounting shall be returned to BHEL by the contractor.

5.0 LIQUIDATED DAMAGES:

LD will be levied In the event of any delay in

a) Mobilisation of Furnace equipment as per Point No. 1 of **Time Schedule (Point 18 of Part-B)** mentioned above. HPVP shall have the right to impose Liquidated Damage at the rate of 0.5% of the contract value for every complete week of delay or part thereof subject to a maximum of 10% of the contract value.

b) Completion of work or part thereof as per point no. 2 of **Time Schedule (Point 18 of Part-B)** mentioned above due to the reasons attributable to contractor, BHEL - HPVP shall have the right to impose Liquidated Damage at the rate of 0.5% of the contract value for every complete week of delay or part thereof subject to a maximum of 10% of the contract value.

6.0 PRICE VARIATION COMPENSATION (PVC):

The Vendor shall be paid only at contract rate/ rates for the work executed and the contractor shall not be entitled to claim or receive any extra amount on account of any price escalations either in materials, labor, taxes / duties etc., or for any reasons whatsoever and the contract rates are firm and fixed till the completion of the work in all respects.

7.0 PATENTS:

M/s BHEL - HPVP warrant on their part that any design instructions given by BHEL-HPVP shall not be such, as will cause contractor to infringe any letters of patents, registered designs, trademarks, copy right or other protected right valid in India the performance of work. Subject to this, contractor has to indemnify BHEL-HPVP against any claim for infringement by Contractor or any letters of patent, registered designs, registered trademarks or copy right or other protected right valid in India in performance of contract.

8.0 SECRECY:

All the drawings, designs, specifications and other documents and information contained herein and any instruction given by BHEL-HPVP in the performance of contract, whether parenthetic or pardonable or not shall always remain the exclusive property of M/s BHEL-HPVP and contractor at no time shall question or dispute such right of M/s BHEL - HPVP. Such documents are given on loan by M/s BHEL - HPVP to contractor for the limited purpose of execution of work and shall be returned to M/s BHEL - HPVP in whole on completion of work. Contractor shall not publish or cause to be published any information on project, contract work covered by contract or contractor's participation in it without the prior written concerned of M/s BHEL - HPVP. The provisions of this article shall survive expiry or earlier termination/ suspension of contract.

9.0 SITE OFFICE / STORES SHED:

Contractor has to make his own arrangements for temporary shed for office & store at Site. Required stores shed is to be constructed by the contractor for storing the small loose items. All the materials required like GI sheets, Scaffolding pipes & clamps etc. are to be arranged by contractor at his own cost.

10.0 SAFETY:

Contractor shall adhere to safe construction practices and shall comply with the safety rules of M/s BHEL - HPVP in vogue at site and as per HSE & OHSAS in Chapter IX of Special Conditions of Contract.

a) Qualified Safety Engineer approved by BHEL-HPVP has to be deployed exclusively by the contractor.

b) Contractor and his employees shall follow all fire and safety, security regulations of customer.

c) Before starting any work contractor shall apply & obtain well in advance not less than a day safety permit/hot permit etc., for execution of work Liaison with BHEL-HPVP for obtaining the above permits is to be taken care by contractor.

d) All the safety gears required for the employees of the contractor to execute the work should be provided by the contractor within his quoted rates. The tentative list of such items but not limited to as listed under.

- i) Safety Helmets, Safety Belts, Safety Shoes, Safety gloves etc.
- ii) Welders Gloves, Apron etc.,
- iii) Gas cutters Goggles, Grinders mask etc.,
- iv) Safety Clothes when needed.
- v) Electrical safety devices etc.

During the execution, the contractor at all times shall keep the work and storage area free from accumulation of waste materials, rubbish etc.

e) The contractor shall do necessary housekeeping to keep the area free of scrap materials, Electrode butts etc.

11.0 SITE ORGANISATION:

The Vendor shall deploy qualified and experienced Engineers for execution of site works. However, deployment of one Qualified Resident Engineer / Site In charge to organise all the site activities and one Qualified Safety Engineer exclusively for the job along with all supporting Engineers / Supervisors is mandatory.

Also contractor has to deploy all necessary skilled / semiskilled / unskilled labour including highly skilled workmen.

All responsibilities of the contractor towards Labour, Supervisory staff etc., as mentioned in Special Conditions and General Conditions of the Contract are to be strictly complied with.

12.0 SITE MOBILISATION:

The Vendor shall mobilize the Furnace Equipment and Manpower at our Lovagarden site within one Month from the date of Mobilisation call by BHEL. Any delay in the mobilization of Furnace Equipment along with Manpower will attract penalty as per clause no.10 of Part-C (Commercial) of NIT.

13.0 PLANNING & EXECUTION:

The contractor should submit each item wise schedule to complete in the stipulated time in the form of PERT chart / MS Project to complete all the activities along with Resource mobilization indicating category wise manpower and machinery deployment in different phases of the Project.

The contractor has to prepare Monthly Plan, Weekly Plan, Daily plan as per the mutually decided and approved Overall Construction schedule and shall submit Daily reports, Weekly Reports & Monthly Reports based on the plans as per formats approved by BHEL-HPVP / EIL.

14.0 The contractor has to liaison with local unions / local bodies during engagement of labourers and all necessary norms / regulations prevalent at site for engaging the local labour has to be adhered to.

Ref: OPS/OS/SC/2021-22/10

Sub: Service Contract to carry out **PWHT of 06 nos. L&T Vessels at Lova Garden site, Visakhapatnam – 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.

Ref: OPS/OS/SC/2021-22/10

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	

Ref: OPS/OS/SC/2021-22/10

CHECK LIST

Sl. No.	Particulars	Document Enclosed (Yes / No)	Document No
01.	Name of the Contractor		
02.	Tender Document Signed & Stamped		
03.	PF Registration Certificate		
04.	ESI Registration Certificate		
05.	GSTIN Registration Certificate		
06.	HSN / SAC Code		
07.	PAN Number		
08.	Income Tax Returns for last 3 years		
09.	Profit & Loss account and Balance Sheet certified by the Practicing Chartered Accountant for the last 3 years		
10.	Work orders & Job Completion Certificates in similar works as mentioned in eligibility criteria.		
11.	MSE Registration Documents, if applicable EM II certificate having deemed validity (5 years from date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure-A where deemed validity of EM II certificate of five years has expired)		
12	Qualifying under PPP-MII order 2017 (specify Local Supplier Category Class I/II/III)		

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/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.

Tender Enquiry No: OPS/OS/SC/2021-22/10,

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:

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

PART – II
(PRICE BID)

NAME OF WORK:

Service Contract to carry out PWHT of 06 nos. L&T Vessels at Lova Garden site, Visakhapatnam – Reg.

Tender Enquiry No: OPS/OS/SC/2021-22/10,

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.** However, BHEL reserves the right to negotiate with L1 vendor
- 5) 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.

SIGNATURE OF THE TENDERER WITH SEAL

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

NAME OF WORK: Service Contract to carry out PWHT of 06 nos. L&T Vessels at Lova Garden site, Visakhapatnam - Reg.

Tender Enquiry No: OPS/OS/SC/2021-22/10,

SCHEDULE OF QUANTITIES & RATES

SL No	DESCRIPTION OF WORK	Unit	Total Amount in ₹
1	PWHT of 06 nos. L&T Vessels at Lova Garden site, Visakhapatnam	Lump sum	

Total Amount in Words:

Note :

1. Successful L1 Bidder has to submit the price break up in attached Format Annexure VII-A

SIGNATURE OF THE TENDERER WITH SEAL

SCHEDULE OF RATES FOR PWHT OF L&T VESSELS AT LOVA GARDEN, SO 2438

ITEM No.	ITEM DESCRIPTION	UOM	QTY	RATE	AMOUNT	REMARKS
	<p>PWHT of vessel sections of following 6 nos. vessels by external firing method and PWHT of local joints by Electrical method, Deployment of specialized & experience manpower, necessary equipment & accessories to carryout PWHT and all necessary work required for completion of PWHT of Vessels as per drawings, EIL standards & specifications and SOQR.</p> <p>1. 504-V-802 2. 504-V607 A/B/C 3. 504-V-315 4. 504-V-805A</p>					
1	Provision of Required Furnace for carrying of PWHT of above vessels by external firing along with all accessories, tools and tackles, required manpower for Unloading ,Loading, Installation . Dismantling & refixing of Furnace panels for placement of Vessel section inside Furnace etc.for the schedule time period of 06 months.	LS				
2	Provision of Required Furnace for carrying of PWHT of above vessels by external firing along with all accessories, tools and tackles, required manpower for Unloading ,Loading, Installation . Dismantling & refixing of Furnace panels for placement of Vessel section inside Furnace etc.beyond the schedule time period of 06 months on per diem basis.	Day				
3	Furnace Calibration charges as per API / ASME standards.	LS				

4	Mobilisation & demobilisation charges	LS				
5	Service charges for carrying out SR of sections of vessels by External firing for 17 No. of sections.	Nos.	17			
6	Service charges for carrying out Local SR of joints by Electrical method for 11 no. of C-seam joints.	Nos.	11			
	GRAND TOTAL					