



## INVITATION TO TENDER

Ref: OPS/OS/SC/2017-18/58/070

Date: 07.10.2017

**Sub: Service Contract for Field Quality Control services for Feed Heater Works at Desalter Plant of M/s. ONGC, Nawagam, Ahmedabad, Gujarat Project site.**

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

SL. NO.	NAME OF THE WORK	ESTIMATE VALUE ₹	EMD ₹	LAST DATE FOR RECEIPT OF TENDER
01	Service Contract for Field Quality Control services for Feed Heater Works at Desalter Plant of M/s. ONGC, Nawagam, Ahmedabad, Gujarat Project site	2.88 Lakhs	5,760/-	<b>23.10.2017</b> up to 14.00 Hrs.

### 1.0 ELIGIBILITY CRITERIA

- I. Average annual turnover of the contractor during the last 3 years ending 31st March 2017 should be at least 30% of the estimated value (i.e. ₹ 86,400/-). In case annual turnover for FY 2016-17 is not finalized or ITR is not submitted by the contractor, Average annual turnover during the last 3 years ending 31<sup>st</sup> March 2016 shall be considered.

Tenderer should enclose Turnover for last 3 years certified by the Practicing Chartered Accountant should be submitted as a proof.

- II. The Contractor should have experience of completing similar works during last 7 years ending 30<sup>th</sup> September 2017 as given below:

- a) Three similar completed works costing not less than the amount equal to 40% of the estimated value (i.e. ₹ 1.15 Lakhs each)

OR

- b) Two similar completed works costing not less than the amount equal to 50% of the estimated value (i.e. ₹ 1.44 Lakhs each).

OR

- c) One similar completed work costing not less than the amount equal to 80% of the estimated value (i.e. ₹ 2.30 Lakhs).

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

**Note:** Similar work means Third Party Inspection services to State /Central Govt. or under takings or private firms.

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

### 2.0 SCOPE OF THE WORK

The scope covers- Providing services of Field Quality Control Engineers for different working areas as per scope defined in technical specification and terms & conditions of tender for FEED HEATER WORKS AT DESALTER PLANT OF M/S. ONGC, NAVAGAM, AHMEDABAD.

The subject work is to be carried out as per annexure – I

### **3.0 CONTRACT PERIOD:**

The period of field quality support services for the above scope of work is for a period of **6 (Six)** months from the date of start of work. However, this contract may be extended (up to a maximum of another six months) at the same price, terms and conditions at the discretion of BHEL.

Contractor shall mobilize the manpower and start the work at site within 15 days from the date of issue of Work Order or date of intimation by BHEL – HPVP Quality department.

### **4.0 EARNEST MONEY DEPOSIT (EMD):**

- I. The tender shall submit EMD for ₹ 5,760/- (Rupees Five Thousand Seven Hundred and Sixty) only in the following forms:
  - a) Cash Deposit as permissible under the extant Income Tax Act (before tender opening).
  - b) Electronic Fund Transfer credited in BHEL account (before tender opening).
  - c) Banker's Cheque/ Pay Order/ Demand Draft, in favour of BHEL, Visakhapatnam (along with offer).
- II. EMD by the tenderer will be forfeited as per NIT conditions, if:
  - a) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
  - b) The contractor fails to deposit the required security deposit or commence the work within the period as per LOI/ Contract.
  - c) EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.
- III. EMD given by all unsuccessful tenderers shall be refunded normally within 15 days of award of work.
- IV. EMD shall not carry any interest.
- V. EMD of successful tenderer will be retained as part of Security Deposit.

**Note:** Micro & Small Enterprises (MSEs) are eligible for exemption of EMD as per clause no. 27 annexure – II.

### **5.0 SECURITY DEPOSIT:**

Security Deposit shall be collected from the successful tenderer as per clause 8 of annexure - II

### **6.0 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.

### **7.0 TERMS OF PAYMENT/WORKING HOURS/LEAVES:**

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: -

- a) For all items of work as per rate/price schedule, the monthly interim payment shall be limited to 95% of the gross value of interim bill (RA bills) on item rate basis. All admissible recovery/ adjustments etc. shall be made from the interim payable amount. The balance 5% shall be payable along-with final bill which shall be released on completion of all the works, smooth closing/winding up of the site and on certification of the BHEL site in-charge. Contractor invoices shall be accompanied by progress report for the month (with details of man-days etc), duly signed by BHEL Engineer.

- b) Contractor shall submit bills monthly once covering progress of work in all respects and areas on calendar month. Payment shall be made within 30 days of receipt of correct invoice by BHEL site office. Payments will be made as per rates accepted.
- c) For the payment of staff deputed by Contractor for this work, the months shall be computed as comprising of number of days worked at Project site, which at present are 6 days a week and 10/12 hours per day. However, in special cases work may continue round the clock, or may continue on Sundays/holidays for which availability of officer should be ensured if required by BHEL. However, no extra payment will be made for working beyond normal hours in such special cases. No compensatory off/ leave will be granted in case of such working on Sundays/ holidays extended hours.
- d) If the representative is deployed nearby outstation (Kolkata or elsewhere in India) to witness the tests/ checks on the materials/ samples, additional payment will be made by BHEL as per relevant clause (in addition to accepted rates as per rate schedule).
- e) Casual leave will be admissible for personnel posted at site on full time basis subject to maximum 10 days in a year or on pro rata basis. In addition, Sundays and other holidays observed by BHEL site will also be admissible. BHEL shall not pay during the period of earned leave/ sick leave to be availed by Contractor personnel. However, if earned Leave / sick leave exceed 7 days in any one stretch, Contractor will have to make suitable alternative arrangements.
- f) BHEL is liable to pay to M/s ONGC as penalty for non-mobilization of CPC manpower at site. So, far any leave other than casual leave as mentioned above or if any person is leaving the site on resignation, replacement shall be made immediately. Otherwise the penalty imposed by M/s. ONGC on BHEL will be recovered fully from the contractor.

#### **8.0 LIQUIDATED DAMAGES / PENALTY:**

Since time is the main essence of the contract, the deployment of manpower is to be made within the time limit specified in this Tender. In case Contractor deploy the manpower beyond the period specified in the Contract, BHEL will have no obligation to accept the same and reserves the right to levy liquidated damages at the rate of 0.5% (half percent) of the awarded contract value delayed for each week of delay or part thereof without prejudice to any other relief or compensation due to BHEL under any other conditions of the order subject to a maximum limit of 10% of package wise awarded total contract value. In case of delay in deployment of manpower at site, for reasons not attributable to BHEL, the "Liquidated Damages" Clause shall be strictly enforced, unless extension of delivery date is granted through an amendment to the order.

#### **9.0 GUARANTEE PERIOD:**

Contractor shall stand guarantee for the quality of the services rendered by Contractor, including correctness / interpretation of test results for a period of 12 (twelve) months from the date of start of guarantee period (date of completion of Contractor work, as certified by BHEL site for respective packages). Contractor shall render free Quality Control services including use of required equipment, if any, as per provision of contract, during rectification work arising out of faulty Quality Control services rendered by Contractor. In case Contractor fail to render the required Quality Control services during such rectification works, within the time specified by BHEL Engineer, BHEL may proceed to get such services from any other agency at Contractor risk and cost without prejudice to any other rights of BHEL and recover the same from Contractor security deposit /other dues.

#### **10.0 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 as applicable as on date of tender submission except GST. However, GST as applicable shall be paid by the contractor and the same shall be reimbursed by BHEL on submission of documentary evidence along with bill 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.
- h. Tenderer should quote the amounts in figures & words. It may be noted that corrections, overwriting etc. are not allowed.
- i. All rates shall be quoted in the tender format only.

#### **11.0 VALIDITY OF OFFER:**

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

#### **12.0 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.**

#### **13.0 GENERAL :**

- 13.1 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.

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

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

- 13.3 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.

- 13.4 Sr. Engineer (QA) shall be the Engineer-in-charge for herein after referred to as such in the tender. For any technical clarifications, he may be contacted on Ph: 0891 – 668 1351 / email id: pgkishore@bhel.in
- 13.5 Lowest offer need not be the rate acceptable to BHEL-HPVP. BHEL-HPVP reserves the right for negotiation with the L1 bidders.
- 13.6 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) General Terms and Conditions                | : Annexure – III |
| d) Acceptance to the tender terms & conditions | : Annexure – IV  |
| e) Contractor Information                      | : Annexure – V   |
| f) Check List                                  | : Annexure – VI  |

**PART - II : PRICE BID**

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| g) Price Bid (Schedule of Quantities & Rates) | : Annexure – VII |
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**14.0 TENDER SUBMISSION:**

**14.1 The Bid shall be submitted in two parts.**

**Part-I: Techno-Commercial Bid** shall be placed in **one cover** duly super scribing the **Tender No. & Subject** on the envelope along with the following documents:

- (i) All page of tender document duly signed & stamped.
- (ii) Turnover for last 3 years certified by the Practicing Chartered Accountant.
- (iii) Experience Certificates (Work Order & Job completion certificate) in line with eligibility criteria.
- (iv) Copy of GSTIN Registration Certificate.
- (v) Copy of PAN.
- (vi) EMD @ ₹ 5,760/-

**Part-II: Price Bid** in the prescribed format shall be placed in **another separate cover** duly super scribing the **Tender No. & Subject** on the envelope.

The tender documents including the various supporting documents enclosed by the bidder should be **signed on all pages with seal**.

Both covers containing Part – I & Part – II bids, shall be placed in **another** bigger size envelope duly super scribing the **Tender No. & Subject** on the envelope.

- 14.2 The tender completed in all respects **shall be dropped** in the **Outsourcing Tender Box** kept at reception counter, ADM building **latest by 14.00 Hrs. on 23.10.2017**

Bidder may also send their offers by Post to “**Outsourcing Tender Box, Admn. Building, BHEL - HPVP, Visakhapatnam – 530012**”.

Last date for receipt of tenders is **23.10.2017 up to 14.00 hrs**. BHEL-HPVP is not responsible for any postal or other delays in submission of offers.

Offers received in any other form will not be accepted.

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

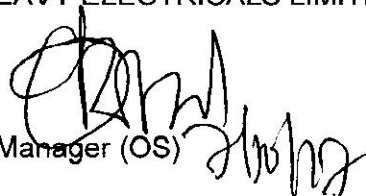
**15.0 OPENING OF TENDERS:**

Techno-commercial Bids will be opened on **23.10.2017 at 14.00 Hrs.** at Customer Cell, Admn. Building, BHEL- HPVP. The bidders may depute their representatives at the time of opening. The price bid of the technically qualified bidders will also be opened in the presence of representatives of the bidders and the date & time of opening of price bids will be intimated later.

**If bids are not accompanied by requisite Earnest Money Deposit / Relevant MSME Registration Certificate / NSIC Registration Certificate along with Part- I (Techno Commercial Bid), then Part-II (Price Bid) will not be considered for opening.**

Yours Faithfully,

For BHARAT HEAVY ELECTRICALS LIMITED,

  
Manager (OS)

**SCOPE OF WORK**

<b>1.0</b>	<b>SCOPE</b>
1.1	The scope covers- Providing services of Field Quality Control Engineers for different working areas as per scope defined in technical specification and terms & conditions of tender for <b><u>Feed Heater Works at Desalter Plant of M/s. ONGC, Navagam of Ahmedabad Asset.</u></b>
<b>1.2</b>	<b>SCOPE FOR WORK FOR FIELD QUALITY CONTROL SERVICES</b>
1.2.1	<p>Contractor shall provide Field Quality Control Engineers in the respective areas of work mentioned below:</p> <p>The Quality activity shall begin at Receipt, storage and preservation stage and flow in the sequence of activities as per the QAP. Hence apart from the brief description of activities given below, it will be responsibility of the Quality Engineer to check the input materials at receipt stage and report any non-conformity. The quality aspects of deficiency in storage and preservation and the non-conformance arising out of the same shall also be promptly reported and wherever possible corrective action will be taken / advised.</p> <p>Additional suitable manpower shall have to be provided, if required by BHEL.</p> <p>The work for Field Quality Control services comprises of following areas (indicative)</p> <ul style="list-style-type: none"> <li>- Fabrication &amp; Erection Of Structures.</li> <li>- Erection Of Packages Such As HRSGS, Utility Boilers (UBs), Fired Heaters, Feed Heaters, Auxiliaries And Other Mechanical Packages.</li> <li>- Erection Of Piping &amp; Mountings.</li> </ul>
1.2.2	<b>STRUCTURAL FABRICATION AND ERECTION</b>
	Contractor scope under this area shall mainly comprise of following
1.2.2.1	Sample checking of input materials (consisting mainly of steel/ steel sections/ steel materials etc.) as per BHEL standards/approved QAP for project or IS codes/standards. This shall include inspection after receipt at site and verification of test certificates.
1.2.2.2	Contractor shall carry out checks/ witness tests as per "Statement of checks covered in QAP for structural steel works"/ BHEL approved Quality plans to be made available at site during work execution / relevant IS codes/standards.
1.2.2.3	Collection and compilation of various checks/ test results, certification/ authentication of test results and distributing it in mutually agreed format for projects on weekly/ monthly basis.
1.2.2.4	Quality test check certification on completed works at various stages and finally on completion of work as per the approved quality plan.
1.2.2.5	Proper documentation and record keeping of Inspection data, log sheets, protocols, test certificates etc.
1.2.3	<b>ERECTION OF PACKAGES</b>
1.2.3.1	Contractor scope under this area shall comprise of quality checks as per the approved QAPs: Dimensional, Visual, NDE, verification of reports etc.
1.2.3.2	<p>For pressure parts, Contractor shall carry out all checks/witness tests under WELDING &amp; NDE head as per QAP for pressure parts, welding schedule and drawing.</p> <p>For structure, Contractor shall carry out all checks/witness tests under WELDING &amp; NDE head as per QAP for pressure parts supporting structures erection" /welding schedule &amp; drawings</p> <p>For piping, Contractor shall carry out all checks/witness tests under WELDING &amp; NDEs. Document/Quality plan /welding schedule/drawing shall be provided to contractor during execution stage. This document/QAP etc. will also be in line with/similar to other QAPs mentioned above.</p> <p>This includes welding of P-91 and other special alloy material also.</p> <p>Apart from NDE, the Engineer will carry out or help carry out checks at various stages as per QAP. The Engineer shall carryout PMI checks also, if called for, in components and joints. PMI machine will be provided by BHEL in response to its advance requisition, subject to availability.</p>

**SCOPE OF WORK**

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1.2.3.3	ERECTION OF STATIC, ROTATING EQUIPMENTS, OTHER MECHANICAL PACKAGES SUCH AS AIR PRE HEATERS, BURNERS, FANS, SOOT BLOWERS, DAMPERS, GATES, SILENCERS, VALVES ETC.  For Mechanical Packages, Engineer shall follow, carryout checks in line with QAP which is prepared as per advice of individual suppliers. In case, any item is received in knocked down condition, he shall get involved in checking availability of all components and carry out checks as per QAP. He shall also carry out various checks in supporting structure for the above mechanical packages. As for other mechanical items, the Engineers shall make checks.
1.2.3.4	Collection and compilation of various check/test results, certification / authentication of test results and distributing it in mutually agreed format for projects on weekly/monthly basis.
1.2.3.5	Quality test check certification on completed works at various stages and finally on completion of work as per the approved quality plans.
1.2.3.6	Proper documentation and record keeping of Inspection data, log sheets, protocols, test certificates etc.
<b>1.3</b>	<b>GENERAL SCOPE OF WORK FOR FIELD QUALITY CONTROL SERVICES</b>
1.3.1	Contractor shall submit periodic reports after scrutinizing the results about their findings, test results and making recommendation for corrective action during the course of the work rendering specialized advices in case test results are negative.
1.3.2	Contractor shall render assistance during periodic discussions among BHEL, customer, consultant and vendor/subcontractors in the event of corrective actions/ reworks, related to the scope of work.
1.3.3	Contractor shall advise site in setting up of mechanical laboratory and recommend, requisite facility and type of equipments to be installed in such laboratories.
1.3.4	To emphasize defect prevention, Contractor shall participate in planning prior to start of major and critical work executions pertaining to the scope of work as detailed above. Contractor shall carry out checks to ensure that requirements of specifications and procedures have been met. A protocol will also be made by BHEL, other contractors (doing execution as per work awarded to them by BHEL) and Contractor in each case. In case of detection of defects/ non-conformities, suggestions for short term and long term remedial measures as a part of development effort should invariably be forthcoming. BHEL /its sub-contractors (other executing contractors) shall consult Contractor in advance in this regard.
1.3.5	Contractor shall Submit Monthly Progress Report (pertaining to their scope of work) every month to BHEL Site In-charge, BHEL Head Quality/ BHEL Project Manager.
1.3.6	Contractor shall be fully responsible for the authenticity of the test results and submit the test results in original to BHEL in time without hindrance to site work.
1.3.7	Contractor shall coordinate with BHEL/ its sub-contractors (other contractors working at Site under BHEL) in tying up in advance about the requirement of materials, testing arrangements etc. based on schedule of work-flow so that the decision making is not delayed and progress of work does not suffer.
1.3.8	Contractor shall provide necessary support services to BHEL site management in preparation for ISO/ TQM audits/ HSE activities. Inspection documents/ results shall be retained/ stored by Contractor in such a manner that the same can be produced as quality documents during ISO/TQM/HSE audits at site.
1.3.9	Contractor shall co-ordinate with the customer for carrying out joint inspection/ checks wherever applicable and clearing of customer hold points. Necessary co-ordination with BHEL and its other sub-contractors/its follow-up will also have to be done by Contractor.
1.3.10	Contractor shall send power of attorney in favor of Contractor site representatives, who shall be signing the measurements books, bills and other vouchers/documents connected with this contract.



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1.3.11	BHEL's competent authority will have right to regulate strength of deployment of Contractor man power as per requirements. Payment will be made on pro-rata basis.
1.3.12	In case, Contractor fail to provide manpower for conducting tests/checks in time (due to absence of Contractor person, away from site) BHEL's competent authority will have option to carry out the same by other suitable agency. Additional cost of such checks/ tests together with BHEL's overhead charges will be borne by Contractor, which shall be adjusted from any sum payable to Contractor.
1.3.13	Authorization for different categories of checks <b>Quality Plan/ QAPs</b> : Out of 3 categories of checks mentioned in the quality plan (A, B & C), Contractor will be, normally involved for all A, B, & C. categories of checks (As BHEL/ QAE rep).
1.3.14	The Engineer shall get involved in RCA activities, SAR/CAR/MDR reporting and resolutions, promotion of Quality Management through occasional Lectures/ interaction with working group. He shall also get involved in running site Quality Committee.
<b>2.0</b>	<b>ADDITIONAL MANPOWER</b>
2.1	BHEL Project site may ask for additional suitable Quality Control Service manpower, if needed. Contractor shall provide manpower within 15 days' notice period. Payment for additional manpower will be made as per Individual item rates of accepted rate schedule. The accepted Unit rate of various groups shall remain firm for such variation, affecting up to +/- 15% variation in total contract value.
2.2	Prior written approval of BHEL shall be sought by Contractor in case quantity variation of any item crosses +15% (plus fifteen percent) limit during execution and approval to be obtained before execution of further quantity for this item.
<b>3.0</b>	<b>COMPLETION PERIOD</b>
3.1	The period of field quality support services for the above scope of work is for a period of 6 (Six) months from the date of start of work. However, this contract may be extended (up to a maximum of another six months) at the same price, terms and conditions at the discretion of BHEL.
3.2	Contractor shall mobilize the manpower and start the work at site within 15 days from the date of issue of Work Order.
<b>4.0</b>	<b>TENTATIVE DEPLOYMENT PERIOD AT PROJECT SITE FOR FIELD QUALITY CONTROL SERVICES</b>
4.1	Contractor have to note that deployment schedule is tentative and for guidance only and may vary as per actual site requirement. Such deployment shall be subject to approval and clearance of BHEL-Site authority only on submission of bio-data and work experiences and necessary interview, if required.  However, actual man month deployed in the Project may vary to any extent. The accepted Unit rate shall remain firm for such variation, affecting up to +/- 15% variation in total contract value.
4.2	Provision for extension
	Deployment period of FQC Services may be extended by a period of maximum 6 months by BHEL at its discretion <b>at existing Terms and Conditions</b> in case the work is not completed and the requirement exists. However, this shall be confirmed by BHEL in writing.  In addition, if due to projects requirement, the service is required beyond the above stipulated extension period, the same shall be based on mutual agreements.

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<b>5.0</b>	<b>SPECIAL CONDITIONS OF CONTRACT FOR FQC SERVICES</b>
5.1	<p>Reasonable office space for proper functioning of Contractor personnel will be provided by BHEL at site, free of any charges. BHEL shall also provide furniture as per availability. All other charges for use of any additional facility shall be borne/ paid by Contractor.</p> <p>BHEL shall provide free of charges, bachelor accommodation on sharing basis as available at the site (including free electricity and water supply) or unfurnished family accommodation and to and fro transport facility at site for attending site duty.</p> <p>Contractors have to arrange for medical facilities and necessary insurance facilities for your personnel posted at site at your cost. Contractor shall be allowed to use BHEL mess facility on chargeable basis.</p> <p>Contractor shall provide individual unlimited mobile facility and a <b>Laptop</b> for the use of your FQC engineers at your own cost.</p>
5.2	Facility of mechanical lab for various NDT on structure, piping and pressure parts will be provided at site by BHEL or by their sub-contractors, free of any charges.
5.3	All test equipments/ instruments required for mechanical tests will be provided 'by BHEL/its sub-contractors (other contractors working at site), free of any charges. As regards facilities for witnessing/ carrying out various checks/tests at site, BHEL shall provide, besides normal test equipments, unskilled manpower and scaffoldings if needed, free of any charges. BHEL shall not provide skilled personnel/lab assistant for handling day to day testing jobs.
5.4	Necessary transportation of various samples from site to dark room shall be arranged by BHEL/ its sub-contractors.
5.5	Contractor shall witness the testing of specimens/samples which are required to be tested outside the plant premises. Necessary arrangements to carry the specimen will be made by BHEL/its sub-contractors including payment / bearing testing charges/submission of fees to the outside testing agency. However, Contractor shall inform your technical recommendation in writing to BHEL.
5.6	For witnessing of testing outside the Project site but limited to 50 Km radius of site, necessary transport for your staffs shall be arranged by BHEL/its sub-contractors, free of any charges to Contractor. No additional payment to Contractor will be made for witnessing such tests.
5.7	For witnessing of testing outside the Project Site, anywhere in India beyond 50 Km radius of site, by your staff posted at site (Engineer), following additional payment shall be reimbursed to Contractor:
5.8	To and fro Rail fare (limited to AC two tier, Indian railway express train fare by shortest route, from project site to place of testing & back to project site) against submission of ticket/receipt proof + (plus) Lump sum amount of ₹ 500/- will be paid per person per day requiring no night stay anywhere in India. No reimbursement shall be made for modes of travel other than railways.
5.9	<p>In case of night stay anywhere in India, lump sum amount of ₹ 1,500/- extra per person per night of over-stay. i.e. A visit to any town/city in India, requiring One day &amp; One night of stay for one person ₹ 2000/- + (plus) Rail fare (as explained above), will be reimbursed by BHEL.</p> <p>The movement of your staff, outside from the Project site shall be subject to prior approval of BHEL site engineer.</p>
5.10	<p>All testing Instruments, such as level, theodolite etc. and any other instruments will be arranged by BHEL/ its other contractors working at site. However, Contractor shall check accuracy and calibration of measuring equipments before they are put to use.</p> <p>Contractor will do the visual/ physical checking of instruments and ask BHEL/ its other sub-contractors for producing valid calibration certificates, before using any instruments. However calibration/re-calibration of instruments is not in the scope of this contract.</p>

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**SCOPE OF WORK**

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5.11	BHEL shall provide a set of drawings, specifications/ QAPs / QPIs and other relevant data for the above work in specific cases where the need arises subject to availability of the same. In case of limited drawing, specifications and other relevant documents, Contractor has to arrange Xerox copy of documents for your use at your cost. Contractor shall return all drawings/ data/ specification/ QAPs as provided by BHEL after the completion of job.
5.12	Contractor shall arrange and keep all applicable latest IS codes/ standards required for above jobs for ready reference.
5.13	All data/ findings obtained from this work shall become the property of BHEL. This cannot be published/ utilized by anyone/ Contractor without written permission of competent authority of BHEL.
5.14	Sub-letting of jobs within the agreed scope of work, in any way is not permitted.
5.15	Contractor 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.
5.16	BHEL reserves the right to make final decisions on rejections of the work by Contractor and such decisions shall be binding on Contractor and become conclusive. However, in this case, BHEL will be responsible for the consequences.
5.17	BHEL reserves the right to short close the contract/ reduce the deployment (strength) of your manpower upon giving 15 days notice, depending upon requirement. In such cases, the payment shall be made for the completed months and part thereof on pro-rata basis, based upon Contractor approved rate and no other compensation will be granted by BHEL.
5.18	Contractor personnel posted at site shall not move outstation without the prior permission of Construction Manager of BHEL.
5.19	Contractor has to follow the holidays at site as per BHEL site holidays. Working hours and timing shall be as per BHEL site practice. However, work may continue round the clock including Sundays and holidays and Contractor staff shall have to be at site along with BHEL personnel subject to requirement, for which no extra payment will be made. No compensatory off/ leave will be granted in case of such working on Sundays/ holidays/ extended hours.
5.20	It is Contractor 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.
5.21	BHEL reserves the right to discontinue the deployment of Contractor manpower with 15 days notice, in case the performance of the concerned Engineer is found to be unsatisfactory. No further payment shall be made against deployment of unacceptable personnel. Replacement of such persons will have to be arranged by Contractor within 15 days.
5.22	Contractor actual work at site will be carried out as per approved Quality plans for inspection.
<b>6.0</b>	<b>QUALIFICATION OF FQC PERSONNEL</b>
	The required qualification of field quality control engineer(s) in reference to above is as follows.
<b>6.1</b>	<b>ERECTION OF MECHANICAL PACKAGES &amp; PIPING</b>

**SCOPE OF WORK**

:6:

	<p>FQC ENGINEER: Field Quality Control Engineer(s) should be young energetic graduate engineer(s) in mechanical engineering with minimum 10 years related job experiences (experience in Power Plant, Refineries and other similar equipment erection &amp; commissioning).</p> <p>The Engineer must have valid Level —II certificates in RT and UT as approved by ISNT/ ASNT and experience in Radiography &amp; Ultrasonic testing. He should also have knowledge in LPT and MPI and Metrology. Should have awareness about ISO—9001:2015 std. and shall be a qualified internal auditor.</p> <p>He must have sound health to withstand tough site conditions and extreme weather. A medical check-up certificate in specified format from a Qualified Doctor (min MBBS) must be attached along with CV and the original be produced at the site.</p> <p>The CV in line with above requirements along with copy of proof of identity and address, academic and professional qualifications and experience shall be submitted to QA for approval before deployment. If the customer demands, the approval shall be obtained from the customer and only that approval shall be final. Post deployment approval shall not be permitted nor any deviation. The candidate shall be required to produce all original certificates at the site for verification.</p>
<b>7.0</b>	<b>TAXES AND DUTIES</b>
7.1	All taxes (except GST), charges, duties, other incidental charges etc. and other taxes for execution of the contract under the scope of work shall be borne by Contractor and shall not be payable extra. Any increase of the same at any stage during execution of the contract shall have to be borne by Contractor.
7.2	GST (as applicable) shall be paid by contractor & the same will be reimbursed by BHEL against submission of documentary evidence to the satisfaction of BHEL. As such, Contractor accepted rate shall be exclusive of GST. Any change in GST rules (by Government) shall be complied with.
<b>8.0</b>	<b>MOBILISATION ADVANCE</b>
	No mobilization advance is payable in this contract.
<b>9.0</b>	<b>PRICE VARIATION CLAUSE / RATE REVISION</b>
	The accepted rates shall remain firm throughout the execution period including extension period, if any, and no escalation/ revision shall be payable.
<b>10.0</b>	<b>OVER RUN CHARGE</b>
	No ORC is applicable to this contract.
<b>11.0</b>	<b>TERMS OF PAYMENT/ WORKING HOURS/ LEAVES</b>
11.1	<p>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: -</p> <p>For all items of work as per rate/ price schedule, the monthly interim payment shall be limited to 95% of the gross value of interim bill (RA bills) on item rate basis. All admissible recovery/ adjustments etc. shall be made from the interim payable amount. The balance 5% shall be payable along-with final bill which shall be released on completion of all the works, smooth closing/winding up of the site and on certification of the BHEL site in-charge. Contractor invoices shall be accompanied by progress report for the month (with details of man-days etc), duly signed by BHEL Engineer</p>
11.2	Contractor shall submit bills monthly once covering progress of work in all respects and areas on calendar month. Payment shall be made within 30 days of receipt of correct invoice by BHEL site office. Payments will be made as per rates accepted.
11.3	For the payment of staff deputed by Contractor for this work, the months shall be computed as comprising of number of days worked at Project site, which at present are 6 days a week and 10/12 hours per day. However, in special cases work may continue round the clock, or may continue on Sundays/ holidays for which availability of officer should be ensured if required by BHEL. However, no extra payment will be made for working beyond normal hours in such special cases. No compensatory off/ leave will be granted in case of such working on Sundays/ holidays extended hours.

Contd...7

**SCOPE OF WORK**

:7:

	If the representative is deployed nearby outstation or elsewhere in India to witness the tests/ checks on the materials/ samples, additional payment will be made by BHEL as per relevant clause (in addition to accepted rates as per rate schedule).
11.4	<p>Casual leave will be admissible for personnel posted at site on full time basis subject to maximum 10 days in a year or on pro rata basis. In addition, Sundays and other holidays observed by BHEL site will also be admissible. BHEL shall not pay during the period of earned leave/ sick leave to be availed by Contractor personnel. However, if earned Leave / sick leave exceed 7 days in any one stretch, Contractor will have to make suitable alternative arrangements.</p> <p>BHEL is liable to pay penalty for non-mobilization of FQC manpower at site. So, for any leave other than casual leave as mentioned above or if any person is leaving the site on resignation, replacement shall be made immediately. Otherwise the penalty imposed by M/s. ONGC on BHEL will be recovered fully from the contractor.</p>
<b>12.0</b>	<b>LIQUIDATED DAMAGES</b>
	Since time is the main essence of the contract, the deployment of manpower is to be made within the time limit specified in this Tender. In case Contractor deploy the manpower beyond the period specified in the Contract, BHEL will have no obligation to accept the same and reserves the right to levy liquidated damages at the rate of 0.5% (half percent) of the awarded contract value delayed for each week of delay or part thereof without prejudice to any other relief or compensation due to BHEL under any other conditions of the order subject to a maximum limit of 10% of package wise awarded total contract value. In case of delay in deployment of manpower at site, for reasons not attributable to BHEL, the "Liquidated Damages" Clause shall be strictly enforced, unless extension of delivery date is granted through an amendment to the order.
<b>13.0</b>	<b>GUARANTEE PERIOD</b>
	Contractor shall stand guarantee for the quality of the services rendered by Contractor, including correctness/ interpretation of test results for a period of 12 (twelve) months from the date of start of guarantee period (date of completion of Contractor work, as certified by BHEL site for respective packages). Contractor shall render free Quality Control services including use of required equipment, if any, as per provision of contract, during rectification work arising out of faulty Quality Control services rendered by Contractor. In case Contractor fail to render the required Quality Control services during such rectification works, within the time specified by BHEL Engineer, BHEL may proceed to get such services from any other agency at Contractor risk and cost without prejudice to any other rights of BHEL and recover the same from Contractor security deposit/ other dues.
<b>14.0</b>	<b>EXTRA WORK</b>
	There is no provision of any extra work in this contract/ package.
<b>17.0</b>	<b>OTHER TERMS</b>
17.1	Contractor shall have to observe all work quality, safety regulations and general technical guide lines as stipulated in relevant clauses of tender specification.
17.2	Contractor shall send power of attorney, who shall sign the measurement books, bills, material receipt & other vouchers connected with this tender specification.
17.3	All other terms and conditions as stipulated in the tender document as well as in above mentioned references shall be applicable.
17.4	Contractor are requested to submit Contractor unqualified acceptance to the tender document.
17.5	Police Verification clearance is to be obtained by Contractor for FQC Engineer and same will be submitted before deployment. Based on this clearance only, gate pass and permissions will be processed by customer and Post deployment approval shall not be permitted nor any deviation.

**SIGNATURE OF TENDERER WITH SEAL**

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**GENERAL TERMS AND CONDITIONS**

1. All entries in the tender documents should be made in one ink. Erasure and over-writings are not permitted. All cancellations and insertions should be duly signed by the Bidder concerned.
2. The sealed Price Bids of only those offers which are technically acceptable shall be opened later. The bidders qualifying in techno-commercial bid will be intimated separately for participating in Price Bid opening.
3. Bidders should fill in all the required particulars in the blank spaces provided and should sign with seal each and every page of the tender document.
4. Rates should be quoted in figures as well as in words with reference to each item and for all the items shown in the attached schedule.
5. Income-Tax will be deducted as per the Rules.
6. In the event of tender being submitted by the firm, the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of attorney on behalf of the firm concerned. In the latter case, a copy of the power of attorney duly attested by a Gazetted Officer must accompany the tender.

**7. Earnest Money Deposit:**

A. EMD is to be paid by the tenderers for securing fulfillment of any obligations in terms of the NIT.

B. **Modes of Deposit:** The EMD may be accepted only in the following forms:

- a) Cash Deposit as permissible under the extant Income Tax Act (before tender opening).
- b) Electronic Fund Transfer credited in BHEL account (before tender opening).
- c) Banker's Cheque / Pay Order/ Demand Draft, in favour of BHEL, Visakhapatnam along with offer.

C. **Forfeiture of EMD:** EMD by the tenderer will be forfeited as per NIT conditions, if:

- a) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- b) The contractor fails to deposit the required security deposit or commence the work within the period as per LOI/ Contract.
- c) EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

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

E. EMD shall not carry any interest

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

**8. Security deposit:**

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 **5%** of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security deposit.

**GENERAL TERMS AND CONDITIONS**

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**C. Modes of Deposit:**

The balance amount to make up the required Security Deposit of **5%** 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 companies 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, including the EMD, 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.

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

F. The security deposit shall not carry any interest.

9. **WORK EXPERIENCE CERTIFICATE:** The tenderer should furnish proof of his previous work experience in similar work in any recognized Industry / Organization.
10. Should a bidder find in the tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time.
11. Conditional and late tenders, tenders containing prima-facie absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions herein contained and the tenders not in original ARE LIABLE TO BE REJECTED.
12. Rates should be quoted as per the Work / Rate schedule. Rates quoted in any other form will not be accepted and will be rejected.
13. Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Bidders who resort to canvassing will be liable for rejection.
14. Should a bidder's or a Contractor's or in the case of a firm or company of contractors/any of its shareholder's or shareholder's relative is employed in BHEL, the authority inviting the tenders shall be informed in writing of this fact at the time of submission of the tender, failing which the tender may be disqualified, or if such fact subsequently comes to light, the contract may be cancelled.
15. Security Deposit may be refunded on completion of the work and on submission of No Due Certificate.

**GENERAL TERMS AND CONDITIONS****::3::**

16. All compensation or other sums of money payable by the contractor to BHEL under the terms of this contract or under any other contract with BHEL, may be deducted from the Security Deposit or realized by the sale of the securities of from the interest arising there from or from any sums which may be due or may become due to the contractor payable by BHEL, on any account whatsoever against this contract of any other contract with BHEL and in the event of his Security Deposit being reduced by reason of such deductions or sale as aforesaid, the Contractor shall within seven days thereafter make good in cash or in securities endorsed as aforesaid, any sum or sums by which the security Deposit has been so reduced.
17. After opening of tenders, a bidder revokes his tender or increases his earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the instructions, the Earnest Money Deposited by him will be forfeited and acceptance of his tender withdrawn.
18. BHARAT HEAVY ELECTRICALS LIMITED, reserve the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason therefore. In the case of acceptance of the part of tender, time for completion may also be reduced to the extent considered appropriate by the accepting officer.
19. Tenders submitted by Post should be sent by "Registered Post with Acknowledgement Due". These should be posted with due allowance for any delay in postal delivery. Tenders received after the due date of opening of tenders are liable to be rejected.
20. If a bidder expires after the submission of his tender or after the acceptance of his tender, then BHEL may at their discretion cancel such tender.
21. If the bidder deliberately gives wrong information in his tender BHEL, reserve the right to reject tender at any stage.
22. This tender document shall be deemed to form an integral part of the contract to be entered to this work.
23. Contractor may read 'BHEL WORK POLICY' available with the department for further clarification regarding our works contract policy.
24. The contractor shall be liable for any damage to the company property whether accidentally or otherwise by the workers during the period of contract.
25. The contract can be terminated at any time by giving one-month advance notice by BHEL.

**26. ARBITRATION:**

Except where otherwise provided in the contract all question and disputes relating to the meaning of specifications, design, drawings and instructions hereinbefore mentioned and as to the quality of workmanship or materials used In the work or as to any other questions, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or those conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to and decided by the engineer whose decision shall final to the parties hereto subject however, to the Arbitration referred hereunder. Any disputes of differences including those considered as such by only one of the parties arising out of or in connection with the contract shall be to the extent possible settled amicably between the parties. If amicable settlement cannot be reached, then all such disputed issues shall be referred to the sole Arbitration of Unit Head or his appointed nominee.

The parties to the contract understand and agree that there will be no objection to any such appointment that the arbitrator so appointed in a Government servant or in the employment of the employer, that he had to deal with the matters to which the contract relates and that in the course of his duties or any of the matters in disputes or difference as a government servant or as an employee of the employer he had expressed views on all or any of the matter in dispute or difference. The award of the arbitrator shall be final and binding on the parties to the contract.



**GENERAL TERMS AND CONDITIONS**

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In the event of the arbitrator dying, neglecting or refusing or resigning or transferred or being unable to act for any reason, or his award being set aside by the court for any reason, it shall be lawful for the GM or his successor, as the case may be, either to act himself as the Arbitrator or to appoint another arbitrator in place of outgoing Arbitrator in the matter aforesaid.

The arbitrator may from time to time with the consent of both the parties to the contract enlarge the time for making the award.

Work under the contract shall continue during Arbitration proceedings unless the employer shall order the suspension or termination thereof or any part thereof of the work or any portion of the work.

Subject Arbitration as aforesaid, shall be conducted in accordance with the provision of Indian Arbitration Act, 1940 or any statutory modification or re-enactments thereof and the rules made there-under and for the time being in force shall apply to the Arbitration proceeding under the clause. The venue of Arbitration, if any, shall be Visakhapatnam.

27. "MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the 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) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents is not submitted before price bid opening. Documents should be notarized or attested by a Gazetted officer".

**28. Fraud Prevention Policy:**

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

**29. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN: -**

The Contractor shall at his own expense reinstate and make good to the satisfaction of the Sr. Manager (CS&IS) and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

30. **RECOVERY FROM CONTRACTOR:** - Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractors, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit or he shall pay the claim on demand.

**SIGNATURE OF TENDERER WITH SEAL**

**Ref: OPS/OS/SC/2017-18/58/070**

**Date: 07.10.2017**

**Sub:** Service Contract for Field Quality Control services for Feed Heater Works at Desalter Plant of M/s. ONGC, Nawagam, Ahmedabad, Gujarat Project site.

**ACCEPTANCE TO TENDER TERMS & CONDITIONS**

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

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

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

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

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

**SIGNATURE OF THE BIDDER WITH STAMP**

Ref: OPS/OS/SC/2017-18/58/070

Date: 07.10.2017

**CONTRACTOR INFORMATION**

Sl. No.	Particulars	To be Filled by Bidder
01.	Name of the Inspection Agency	
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	
09.	Organizational structure with name and designation	

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**CHECK LIST**

Sl. No.	Particulars	Document Enclosed (Yes / No)	Document No
01.	Name of the Contractor		
02.	Tender Document Signed & Stamped		
03.	Earnest Money Deposit (EMD) @ ₹ 5,760/-		
04.	GSTIN Registration Certificate		
05.	PAN Number		
06.	Income Tax Returns for last 3 years (FY 2013-14, 2014-15, 2015-16 /2016-17)		
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, if applicable  EM II certificate having deemed validity (5 years from date of issue of acknowledgement in EM II) <b>or</b>  valid NSIC certificate <b>or</b>  EM II certificate along with attested copy of a CA certificate (Format enclosed at <b>Annexure-A</b> where deemed validity of EM II certificate of five years has expired)		

**Certificate by Chartered Accountant on letter head**

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

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

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

₹.....Lakh

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

₹.....Lakh

**(Strike off whichever is not applicable)**

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

Or

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

Date:

(Signature)

Name -

Membership number –

Seal of Chartered Accountant

**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

**PROCEDURE FOR GST PAYMENT**

**1. Availing Input Tax Credit (ITC) by BHEL:**

- 1.1 GST portion of invoice shall be released only upon :-
  - 1.1.1 Contractor declaring such invoice in his GSTR-1.
  - 1.1.2 Receipt of goods and tax invoice by BHEL.
  - 1.1.3 Confirmation of payment of GST thereon by contractor on GSTN portal.
- 1.2 Further, incase GST credit is delayed/ denied to BHEL due to non / delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from contractor along with interest levied/ leviable on BHEL.
- 1.3 Further, incase contractor 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 contractor along with interest levied/ leviable on BHEL.
- 1.4 As per GST law, last date/ chance for availing ITC for any invoice/ debit note (including supplementary invoice) is the earliest of the following dates:
  - 1.4.1 Date of filing of return for the month of September following the end of Financial Year to which such invoice or invoice relating to such debit not pertains (Due date- 20<sup>th</sup> Oct)
  - 1.4.2 Date of filing of Annual Return (Due date- 31<sup>st</sup> Dec)

**2. Reverse Charge(RCM)**

- 2.1 A provision has been in GST law for payment of GST on reverse charge in respect of supply of goods as well as services.
- 2.2 In respect of goods, RCM liability to pay GST shall arise at the earliest of date of receipt of goods or date of payment to supplier or date immediately following 30 days from the date of issue of invoice by the supplier.
- 2.3 In respect services, reverse charge liability shall arise at the earliest of date of payment to service provider or 60 days from the date of issue of invoice by service provider.
- 2.4 Such reverse charge shall be applicable in respect of category of goods/ services.
- 2.5 Keeping in view the requirements of relevant provisions in GST, where in any GST liability arising on BHEL under reverse charge before actual receipt of goods and/ or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC base on receipt of goods, receipt of invoices and other conditions specified in GST law, as applicable.

# **PART – II**

**(PRICE BID)**



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

**NAME OF WORK:** Service Contract for Field Quality Control services for Feed Heater Works at Desalter Plant of M/s. ONGC, Nawagam, Ahmedabad, Gujarat Project site.

**Tender Enquiry No:** OPS/OS/SC/2017-18/58/070, Date: 07.10.2017

**Schedule of Quantities & Rates (SOQR)**

Sl. No	Description	Unit	Qty (Approx.) (a)	Unit rate (in ₹) (b)	Total amount (in ₹) (a x b)
1	Providing services of Field Quality control Engineers for the project and as per the scope detailed in the tender and other terms & conditions	Man - Month	6		
	<b>Total</b>				

**Total amount in words:**

**NOTES:**

- 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. No additional payment shall be made to the contractor over and above the quoted price.
- 3) **L1 shall be evaluated based on quoted total price.** However, BHEL reserves the right to negotiate with L1 vendor or go for reverse auction.
- 4) The quantity indicated above is approximate and may vary on both sides subjected to the requirement. However, payment shall be made for the actual quantity only.
- 5) **The quoted prices shall be inclusive of all applicable taxes & duties as applicable as on date of tender submission except GST.** However, GST as applicable shall be paid by the contractor and same will be reimbursed by BHEL on proof of payment along with the bill as per annexure - GST

**SIGNATURE OF TENDERER WITH SEAL**