



INVITATION TO TENDER

Ref: OPS/OS/SC/2017-18/81/097

Date: 22.12.2017

Sub: Engaging services of ASME Authorized Inspection Agency for S, U, U2 & National Board R certification for BHEL-HPVP Plant, Visakhapatnam.

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 In ₹	EMD In ₹	LAST DATE FOR RECEIPT OF TENDER
01	Engaging services of ASME Authorized Inspection Agency for S, U, U2 & National Board R certification for BHEL-HPVP Plant, Visakhapatnam	3.00 Lakhs	6,000/-	12.01.2018 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. ₹ 90,000/-). 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 30th November 2017 as given below:
 - a) Three similar completed works costing not less than the amount equal to 40% of the estimated value (i.e. ₹ 1.20 Lakhs each)
OR
 - b) Two similar completed works costing not less than the amount equal to 50% of the estimated value (i.e. ₹ 1.50 Lakhs each).
OR
 - c) One similar completed work costing not less than the amount equal to 80% of the estimated value (i.e. ₹ 2.40 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- completed work orders for ASME S, U, U2 and R certifications for various clients are defined as similar works. The work orders under execution will not be considered as completed work orders for U, U2, S and R certifications.

- 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 qualified AIA shall guide, prepare and train BHEL in obtaining ASME S, U, U2 & National Board R certification as per the stipulations specified in the 2017 ASME Boilers and Pressure Vessel Code – Section I, Section VIII Div-I & II for the process of obtaining the ASME S, U, U2 and National Board R certification.

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

3.0 COMPLETION PERIOD:

Certification process should be completed within **one month** from the date of intimation by Quality Department. The successful AIA will be required to sign a contract agreement for the assignment within fifteen (15) days of the date of Work Order.

4.0 EARNEST MONEY DEPOSIT (EMD):

- I. The tender shall submit EMD for ₹ 6,000/- (Rupees Six Thousand) 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. 25 annexure – II.

5.0 SECURITY DEPOSIT:

Security Deposit shall be collected from the successful tenderer as per clause 6 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:

- a) Payment will be made to the account of the AIA and according to the payment terms stated hereunder. The payment shall be made after the conditions listed for such payment have been met, and the AIA has to submit an invoice to BHEL in duplicate specifying the amount due.
- b) No advance in any manner will be paid to the successful AIA.
- c) Payment will be made on lump-sum basis upon submission of invoices based on deliverables and acceptance of the invoices, as given below, after certification by authorized officer.
- d) LD amount, if any will be deducted.
- e) Payment will be released within 45 days from the date of submission of bill enclosing copies of supporting documents to engineer – in - charge.
- f) No overdue interest will be paid to the agency.

8.0 LIQUIDATED DAMAGES / PENALTY:

- a. If the AIA fails to achieve the target within the agreed time schedule or by the date extended by BHEL due to reasons attributable to AIA, the AIA shall be liable to pay a penalty at 0.5% of the Contract Price (excluding price for training and certification) for delay of each week or part thereof from the agreed date subject to a maximum ceiling of 10% of the total Contract Price.
- b. Modification: Modification of the terms and conditions of this Contract, including any modification of the Scope of the Services or of the Contract price may only be made by written agreement between the Purchaser and the Contractor.

9.0 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.

10.0 VALIDITY OF OFFER:

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

11.0 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.

12.0 GENERAL :

12.1 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.

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

12.3 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.

12.4 Dy. Manager (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 1353 / email id: vsampath@bhel.in

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

12.6 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 and Special Terms & Condition | : Annexure – I |
| b) General Terms and Conditions | : Annexure – II |
| c) Acceptance to the tender terms & conditions | : Annexure – III |
| d) Contractor Information | : Annexure – IV |
| e) Check List | : Annexure – V |

PART - II : PRICE BID

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| g) Price Bid (Schedule of Quantities & Rates) | : Annexure – VI |
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13.0 TENDER SUBMISSION:

13.1 **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 @ ₹ 6,000/-
- (vii) **Copies of ASME AIA certificates of accreditation (S, U, U2 & R).**

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.

13.2 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 12.01.2018.

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 12.01.2018 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.

13.3 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.

14.0 OPENING OF TENDERS:

Techno-commercial Bids will be opened on 12.01.2018 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)
D. RAJENDRA BABU
Manager (OS)
HPVP, BHEL
Visakhapatnam-530 012

SCOPE OF WORK AND SPECIAL TERMS & CONDITION**1. Description of Work:**

Service Contract for Engaging services of ASME Authorized Inspection Agency (herein referred as AIA) for S, U, U2 & National Board R certification for BHEL-HPVP Plant, Visakhapatnam, Andhra Pradesh.

2. Scope of work:

The qualified AIA shall guide , prepare and train BHEL in obtaining ASME S, U, U2 & National Board R certification as per the stipulations specified in the 2017 ASME Boilers and Pressure Vessel Code – Section I, Section VIII Div-I & II for the process of obtaining the ASME S, U,U2 and National Board R certification

3. Deliverables:

- a) Review and acceptance of ASME S, U, U2 & R Quality Control Manual and verification of application to ASME for the S, U, U2 &, R certification for the submission by BHEL.
- b) Review of documents that are required at the functional areas which are prepared by the functional groups.
- c) Completion of effective training and certification, wherever required, to the task force members, auditors and also the task performers of various functional areas like welding, NDT, Quality, Engineering etc.
- d) Guidance for design specification preparation, review, approval and its acceptance.
- e) Review of design calculations and stress analysis of design report.
- f) Carrying out the MOCK AUDIT and identification of gaps.
- g) Organizing the pre audit and
- h) Final audit by ASME and successful recommendation of the above four certificates.

4. Rejection of tenders:

BHEL reserves the right to reject any or all tenders wholly or partially without assigning any reason whatsoever.

5. Pre Qualifying Requirement:

- a) AIA shall submit copies of ASME AIA certificates of accreditation (S, U, U2 & R) along with the Technical bid.
- b) The completed work orders for ASME S, U, U2 and R certifications for various clients are defined as similar works. The work orders under execution will not be considered as completed work orders for U, U2, S and R certifications.
- c) The AIA organization participating in this tender shall have to demonstrate completion of work orders for all the following four certifications during the last seven years (up to 28-02-15). Completed work orders can be a combination of S, U, U2 and R.
 - i.-S ii.- U iii.- U2 iv.- R
- d) The completion of work orders as stated above shall be demonstrated by submitting the following:
 - i. PO along with the PO value for the completed work orders for S, U, U2 and R or a combination of S, U, U2 and R certifications shall be provided.
 - ii. The copy of S, U, U2 and R certificates issued to the clients against all the above work orders shall be submitted to ensure completion of work orders.

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- e) If the PO copies submitted by the bidder indicate the absence of anyone of S, U, U2 and R certification, the pre-qualifying requirement will not be met.
- f) In absence of a copy of any one of the certificates (S, U, U2 and R certificates issued to clients of AIA organization against the work orders executed), the pre-qualifying condition will not be met.
- g) To facilitate faster certification process, AIA organization shall enclose their consent (in Format A-7) to establish local office in Visakhapatnam with at least one AI posted in Visakhapatnam within 15 days from the date of award of the contract.

6. STANDARD CONDITIONS FOR ASME AIA:

- 6.1 The “Purchaser” shall mean M/s Bharat Heavy Electrical Limited (A Govt. of India Undertaking) incorporated under the Company Act 1956 with its registered office at BHEL House, Siri Fort, New Delhi – 110 049. The expression shall include its successors and assigns. It may also be referred to as “BHEL-HPVP , Visakhapatnam or BHEL Vizag”.
- 6.2 “Acceptance of offer” shall mean issue of letter of intent / award or memorandum or detailed order / contract communicating the acceptance of offer, to the successful AIA.
- 6.3 The “Order / Contract” shall mean and include the general conditions, bidding conditions, specific conditions if any, specifications, schedules, drawings, agreement / work order, schedules of prices and quantities, letter of intent / award of the purchase, any special conditions applicable to a particular contract / work order including subsequent amendment mutually agreed upon in writing. It may also be referred as Order or Contract or Work Order or Purchase Order.
- 6.4 The AIAs , shall mean the firm / company / organization with whom the order / contract / work order is entered into and shall be deemed to include his successors, representatives, heirs, executors, administrators and permitted assigns as the case may be. It may also be referred to as Contractors or AIAs or AIA.
- 6.5 The “Specification” shall mean the specifications contained in the tender document including any subsequent modifications thereof and the annexure, schedules etc. attached there to.
 - a) Approved means approved in writing including subsequent written confirmation of previous verbal approval and approval means approval in writing as stated above, by authorized officer.
 - b) Personnel mean persons hired by the AIA as employees and assigned to the performance of the Services or any part thereof.
 - c) Services mean the work to be performed by the AIA
- 6.6 “ISSUE OF NOTICE” – All notices, communications & references shall be deemed to have been duly given to the contractor, if delivered to the contractor or his authorized local representative or left at the address either of the contractor or his authorized local representative. The address of the contractor or his authorized local representative shall be furnished to the authorized officer and shall include name, designation etc.
- 6.7 Law Governing the Contract: This Contract, its meaning and interpretation, and the relation between the parties shall be governed by the Laws of India and at courts of Visakhapatnam, Andhra Pradesh alone shall have the jurisdiction for all matters pertaining to this Contract.

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- 6.8 After placement of order, security deposit shall be deposited by successful bidder within 10 days. The security deposit will be returned to the agency after the third party inspection work is completed as per the NIT. If Bank guarantee is furnished towards security deposit, then it should be kept valid till the third party inspection work is completed.
- 6.9 BHEL will provide inputs/ information as considered necessary to the successful AIA for completion of the assignment.
- 6.10 The AIA or their employees shall not, either during the term or after the expiry of this Contract disclose any proprietary or confidential information relating to the project, the services, this Contract, or the purchaser's business or operations without the prior written consent of the purchaser. This obligation will survive termination of the order. An undertaking to this effect should be given by successful bidder after the award of the contract.
- 6.11 The agency has to arrange for medical facilities, lodging, boarding, food and transport etc. for AIA personnel. It is sole responsibility of the agency to insure the AIA personnel against accidents and injury while at work.
- 6.12 All taxes (except service tax, for which the AIA shall quote the service tax registration no. in the offer), charges, duties, other incidental charges etc. and other taxes for execution of the contract under the scope of work shall be borne by the agency and shall not be payable extra. Any increase of the same at any stage during execution of the order shall have to be borne by the agency. Any new tax imposed by Government / statutory authority during the order execution period also need to be borne by the agency. Service tax including educational cess on service tax (as applicable) shall be paid extra by BHEL (after the deduction of TDS) against submission of documentary evidence to the satisfaction of BHEL. As such the bidder's quoted rate shall not be inclusive of the service tax. Any change in service tax rules (by Government) shall be complied with.
- 6.13 The rates shall remain firm throughout the order period and no escalation / revision shall be payable.
- 6.14 No overdue interest will be paid to the agency.
- 6.15 Income tax will be recovered as per the statutory rules from bills.
- 6.16 Sub-letting/subcontracting of jobs in part or full within the agreed scope of work, in any way is not permitted.
- 6.17 BHEL reserves the right to terminate the order at any point of time without assigning any reason, upon giving 30 days notice to the agency. BHEL reserves the right to short close the order upon giving 30 days notice, depending upon requirement. In such cases the payment shall be made for the completed work on pro-rata basis and no other compensation will be granted by BHEL.
- 6.18 If BHEL suffers loss, damage or expense that is proved to have been caused by any negligent act, omission or error on part of the AIA, then the AIA shall pay compensation to BHEL for such loss, damage or expense limited to the fee charged by the AIA.
- 6.19 All cases of disputes, which cannot be settled by mutual negotiations within 30 days from the date on which the dispute arose, will be referred to sole arbitration by ED of BHEL or his authorized nominee in accordance with the Indian Arbitration Act and Amendments thereto. The arbitration venue shall be in Visakhapatnam, Andhra Pradesh.

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- 6.20 **Any dispute, claim or litigation between BHEL and the agency arising from or in connection with the services provided by the agency shall be subject to exclusive jurisdiction of the courts in Visakhapatnam and governed by the Indian Law.**
- 6.21 **FORCE MAJEURE:**
- a. Definition: For the purpose of this Contract, “Force Majeure” means an event which is beyond the reasonable control of the Contractor and which makes the Contractor’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
 - b. No Breach of Contract: The failure of the Contractor to fulfill any of its obligations under the Contract shall not be considered to be a breach of or default under this Contract in so far as such inability arises from an event of Force Majeure, provided that the Contractor affected by such event:
 - i. has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and
 - ii. has informed the Purchaser as soon as possible about the occurrence of such an event.
 - c. Extension of Time: Any period within which the Contractor shall pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which the Contractor was unable to perform such action as a result of Force Majeure.
- 6.22 The AIA shall submit the proposal only in the prescribed formats otherwise the offer will be liable to be rejected.
- 6.23 At any time before the scheduled date of submission of proposal, BHEL may, for any reasons, whether at its own initiative or as a result of clarification(s) requested by a prospective AIA, modify the bid documents by issuing an amendment. The amendment/ response to clarification(s), if any, will be sent through emails or in writing to all the AIA and will be binding on them. BHEL may extend the deadline for submission and/ or opening of the bid proposal and communication thereon shall be sent to all the AIA.
- 6.24 Proposal shall be complete in all respects and shall be submitted with requisite information and Annexures. It shall be free from any ambiguity, cutting or overwriting. Any such correction must be initialed by the persons who are authorized to sign the Proposal. Such authorized person of the AIA shall sign all pages of the offer and same shall be evidenced by a written power of attorney and submitted along with the proposal.
For preparation of proposal, AIA is expected to examine the bid documents in detail. Material deficiencies in providing the information requested may result in rejection of the proposal.
- 6.25 The successful bidder within 15 days of awarding the contract shall submit the schedule of Completion of Activities (Format A-6)
AIA should agree to all the terms and conditions of the Tender specifications.
- 6.26 **Effective Date of Contract:** This Contract shall come in to effect on the date of issue of Letter of Contract Award by the Purchaser.
Commencement of Services: The AIA shall begin carrying out the services immediately after the date the Contract becomes effective.
Completion of services: The Project will have deemed to have been completed when all the Deliverables have been met, verified and certified and accepted by BHEL by the “Authorized Officer”.

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6.27 Termination:

- a. The Purchaser may terminate this Contract by not less than thirty (30) days written notice of termination to the Contractor, to be given after the occurrence of any of the events specified as given below:
- If the AIA does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Purchaser may have subsequently approved in writing.
 - If the AIA becomes insolvent or bankrupt.
 - If, as the result of Force Majeure, the AIA is unable to perform for a period of not less than sixty (60) days Or
 - If the AIA, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- ("Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution. "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Purchaser).
- b. Payment upon termination: Upon termination of this Contract pursuant the Purchaser shall settle the payment/s only for the deliverables actually executed prior to the date of such termination subject to deduction on account of penalty if leviable. No further payment shall be made on termination.

6.28 Obligations of the AIA: General: The AIA shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy in accordance with generally accepted professional techniques and practices shall observe sound management practices, and employ appropriate advance technology and safe methods. The AIA shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Purchaser, and shall at all times support and safeguard the Purchaser's legitimate interests in any dealings with any other AIA/s or third party.

6.29 Documents prepared by the AIA with respect to this contract to be the Property of the Purchaser: All plans, reports, specifications, designs, and other documents submitted by the AIA with respect to this contract shall become and remain the property of the Purchaser. The AIA shall not use these documents for purposes unrelated to this contract without the prior written approval of the authorized officer.

- 6.30 AIA Personnel: Removal and /or replacement of Personnel: Except when the Purchaser may otherwise agree, no changes shall be made in the Personnel deployed. If, for any reason beyond the reasonable control of the AIA, it becomes necessary to replace any of the Personnel;
- i. The AIA shall provide as a replacement a person of equivalent or better qualifications and experience.
 - ii. If the Purchaser finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the personnel, then the AIA shall, at the Purchaser's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Purchaser.
 - iii. The AIA shall have no claim for additional cost arising out of or incidental to any removal and/ or replacement of Personnel.

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- 6.31 The critical activities of AIA pertaining to this contract include the following as a minimum:
- i. Guidance and consultancy from the chosen agency for obtaining the ASME certification by providing hand holding approach.
 - ii. Guidance to identify the applicable clauses in the ASME Standards pertaining to Certification.
 - iii. Preparation of Quality Control manual as per the above clauses of the standard, detailing code requirements. This includes guidance in preparation of Quality control manual by BHEL, review and acceptance of this manual by ASME Authorized Personnel.
 - iv. Identification of function wise procedures /documents/work instructions in line with ASME S, U, U2 and R requirements, guidance required for preparation, review and approval.
 - v. Identification of appropriate and applicable training to the executives in relevant functions towards the ASME S, U, U2 & R certification.
 - vi. To Provide Training for identified persons, who will conduct audit of DEMO Vessel as per the ASME Sec I, VIII Div.-I & II requirements etc. by ASME AI/AIS.
 - vii. To guide in the preparation, review and approval of design specification, technical support for design calculations, stress analysis and generation of design reports.
 - viii. Review and approval of the design specification, design calculations, stress analysis and design reports by Registered Professional Engineer (RPE) wherever required.
 - ix. To guide in identifying the RPE and getting the services of the RPE for the above.
 - x. To guide in the preparation, review and approval of product manufacturing documents like drawings, welding documents inspection documents, operation process sheets, NDE documents etc. for DEMO vessel.
 - xi. Guidance to identification of areas for improvement by fine tuning the existing practices to suite to ASME S, U, U2 & R certification requirements in various functional operations by means of review & feedback, surveillance and periodical audits.
 - xii. Guidance to identify the relevant records, function wise, to be prepared and maintained, for executing ASME jobs.
 - xiii. Carrying out mock audits to identify areas of improvement and guidance for corrections. Facilitate pre-ASME audit.
 - xiv. To provide co-ordination with ASME team for their visits to BHEL/Visakhapatnam and final ASME certification
 - xv. Technical support to ensure complete compliance and effective adoption of ASME QC manual including non-conformances control and internal audits.
 - xvi. Any other activities, guidance, Co-ordination and consultancy that is required for the ASME S, U, U2 & R certification.
- 6.32 REPORTING AND REVIEW OF PROGRESS: BHEL will appoint a coordinator to coordinate with the AIA for the day to day activity or any information required by BHEL / AIA. The successful bidder will indicate a time frame for stage-wise completion of the assignment and submission of the deliverables as per Format A-6. The successful AIA will submit a periodical (as mutually agreed) progress report to BHEL detailing the progress of the assignment. The AIA may be required to carry out presentations on progress / draft / final reports as and when required.

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6.33 MANPOWER DEPLOYMENT: The AIA shall deploy well-qualified personnel with relevant experience. The names of the Personnel proposed to be deployed for completion of services included under the scope of the assignment, along with their Curriculum Vitae, shall be furnished. The AIA shall identify a Project Leader to act as focal point for all interactions with BHEL, throughout the entire period of the assignment. The AIA shall also identify team leader.

6.34 No documents other than the documents required as per the tender, if submitted along with the Technical and commercial proposal are considered and no subsequent clarification will be entertained in this regard.

In case of differences between Standard conditions for ASME AIA and NIT, the NIT will prevail. In case of any conflict, Terms and conditions specified in this tender document alone will prevail.

No changes in any of the formats are allowed.

SIGNATURE OF TENDERER WITH SEAL

GENERAL TERMS AND CONDITIONS

1. 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.
2. 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.
3. Income-Tax will be deducted as per the Rules.
4. 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.
5. **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
6. **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.
 - 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.

GENERAL TERMS AND CONDITIONS

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- 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.

- 7. **WORK EXPERIENCE CERTIFICATE:** The tenderer should furnish proof of his previous work experience in similar work in any recognized Industry / Organization.
- 8. 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.
- 9. 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.
- 10. Rates should be quoted as per the Work / Rate schedule. Rates quoted in any other form will not be accepted and will be rejected.
- 11. 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.
- 12. 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.
- 13. Security Deposit may be refunded on completion of the work and on submission of No Due Certificate.
- 14. 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 or 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 or 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 securities endorsed as aforesaid, any sum or sums by which the security Deposit has been so reduced.

GENERAL TERMS AND CONDITIONS

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15. 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.
16. 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.
17. 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.
18. 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.
19. If the bidder deliberately gives wrong information in his tender BHEL, reserve the right to reject tender at any stage.
20. This tender document shall be deemed to form an integral part of the contract to be entered to this work.
21. Contractor may read 'BHEL WORK POLICY' available with the department for further clarification regarding our works contract policy.
22. The contractor shall be liable for any damage to the company property whether accidentally or otherwise by the workers during the period of contract.
23. The contract can be terminated at any time by giving one-month advance notice by BHEL.

24. 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.

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.

GENERAL TERMS AND CONDITIONS

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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.

25. "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".

26. **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".

27. **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.

28. **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/2017-18/81/097

Date: 22.12.2017

Sub: Engaging services of ASME Authorized Inspection Agency for S, U, U2 & National Board R certification for BHEL-HPVP Plant, Visakhapatnam.

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

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	

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) @ ₹ 6,000/-		
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) 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)		

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 forMicro/
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:
Date:

Bank Manager / Officer
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- 20th Oct)

1.4.2 Date of filing of Annual Return (Due date- 31st 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.

Ref: OPS/OS/SC/2017-18/81/097

Date: 22.12.2017

NO DEVIATION CERTIFICATE

(To be give bidder's letter Head)

This is to declare that we don't have any deviations in the stipulations of your tender and accordingly accept all the stipulations without any reservations whatsoever.

Authorized Signatory

Name:

Designation:

Company Seal:

Date:

Place:

Ref: OPS/OS/SC/2017-18/81/097

Date: 22.12.2017

TECHNICAL AND COMMERCIAL PROPOSAL SUBMISSION FORM

AIA's Proposal Ref. No. and Date:

AIA's Name and Address:

Person to be contacted: (Name & Designation):

Telephone No.:

FAX No.:

E-Mail:

To,

Dear Sir,

We hereby propose to provide the guidance and consultancy for obtaining the ASME S, U, U2 & R certification for manufacturing ASME coded vessels at BHEL Visakhapatnam as outlined in your bid documents.

We have understood the instructions and the standard conditions mentioned in the bid documents furnished by you and have thoroughly examined the detailed scope of work and deliverables laid down by you and are fully aware of the nature and scope of services required.

We hereby confirm our unconditional acceptance and compliance to the provisions and terms and conditions contained in the bid documents. We declare that the services will be rendered strictly in accordance with the requirements.

Our Price Proposal is being submitted in a separate sealed envelope as per the requirement of bid documents.

Our proposal shall remain valid for acceptance for a period of 30 days from the date of opening of the "Technical & Commercial Proposal" by BHEL.

If you accept our proposal, we agree to complete the work covered under the scope within completion schedule. Detailed bar chart of different activities for complete scope of services will be submitted within 15 days of award of contract (in Format A-6).

We also understand that any deviation to the Tender Condition will make us liable for disqualification.

Date:

Place:

Authorized Signatory

Name

Designation

Company Seal

DETAILS OF INVOLVEMENT SOUGHT FROM BHEL

1. MANPOWER

(Level to be defined as middle/top)

2. DETAILS OF OTHER INPUTS REQUIRED FROM BHEL.

a.

b.

c.

d.

Dated:
Place

Authorized Signatory
Name
Designation
Company Seal

Note: The AIA may use additional sheets of like size and format, if required

Ref: OPS/OS/SC/2017-18/81/097

Date: 22.12.2017

AIA reference:

DESCRIPTION OF THE METHODOLOGY AND APPROACH TO WORK FOR THE ASSIGNMENT WITH RESPECT TO EACH DELIVERABLE AND CRITICAL ACTIVITIES AS IDENTIFIED IN THE TENDER & STANDARD CONDITIONS

DETAILS OF THE PERSONNEL PROPOSED TO BE DEPLOYED FOR THE ASSIGNMENT

*C.V. of the Personnel proposed to be deployed is enclosed.

Sl. no	Name & Designation	Qualification	Professional Experience (In Years)	Experience in ASME S, U, U2 & R Certification	Task Proposed to be Assigned	Phone No.

Date
Place

Authorized Signatory
Name
Designation
Common Seal

Note: The AIA may use additional sheets of like size and format, if required.

PART – II

(PRICE BID)

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

NAME OF WORK: Service Contract for Engaging services of ASME Authorized Inspection Agency for S, U, U2 & National Board R certification for BHEL-HPVP Plant, Visakhapatnam.

Tender Enquiry No: Ref: OPS/OS/SC/2017-18/81/097, Date: 22.12.2017

Schedule of Quantities & Rates (SOQR)

Sl. No	Description	Total amount in ₹
1	Engaging services of ASME Authorized Inspection Agency for S, U, U2 & National Board R certification for BHEL-HPVP Plant, Visakhapatnam. Note: The amount quoted shall not give any man-hours break-up and should be on lump-sum basis.	
Total amount in words:		

NOTES:

- 1) Tenderers are requested to visit BHEL-HPVP, Visakhapatnam 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 unit, 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 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
- 5) Actual fees to ASME will be paid directly by BHEL – HPVP, Visakhapatnam

SIGNATURE OF TENDERER WITH SEAL