

## INVITATION TO TENDER

Ref: OPS/OS/SC/2017-18/98/109

Date: 05.02.2018

**Sub: Engaging Third Party Inspection Services for inspection of 5000 Liter Cryogenic Liquid Oxygen Storage Tank for M/s. RINL – Vizag Steel Plant against S.O. No. 5597 – Reg.**

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 Third Party Inspection Services for inspection of 5000 Liter Cryogenic Liquid Oxygen Storage Tank for M/s. RINL – Vizag Steel Plant against S.O. No. 5597.	1,41,000/-	2,820/-	<b>26.02.2018</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. ₹ 42,300/-). 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 31<sup>st</sup> January 2018 as given below:
  - a) Three similar completed works costing not less than the amount equal to 40% of the estimated value (i.e. ₹ 56,400/- each)
  - OR
  - b) Two similar completed works costing not less than the amount equal to 50% of the estimated value (i.e. ₹ 70,500/- each).
  - OR
  - c) One similar completed work costing not less than the amount equal to 80% of the estimated value (i.e. ₹ 1,12,800/-).

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.
- IV. The Third Party Inspection Agencies participating in tendering shall have local office at Visakhapatnam or shall post their representative in Visakhapatnam throughout the order period such that no delay shall occur for attending the inspection services at BHEL/ BHEL Sub-contractors works.
- V. Only CCOE approved third party inspection agencies shall only participate in this tender. TPI Agencies shall submit valid CCOE approval certificates. Also, Experience of the inspector shall suit with the service requirements in the Tender.

## **2.0 Description of Work:**

Third Party Inspection services for Design, Engineering, Fabrication, Testing, Erection and commissioning of 5KL Liquid Oxygen Storage tank. The storage tank will be manufactured at BHEL/ BHEL Sub-Contractor works, Visakhapatnam and subsequent erection and commissioning at RINL-Visakhapatnam Steel plant.

## **3.0 SCOPE OF THE WORK**

Third Party Inspection services at BHEL/ BHEL Sub-Contractor works, Visakhapatnam and at RINL-Vizag steel plant for the following during fabrication, testing, erection and commissioning:

- Design appraisal
- Stage wise inspection from release of raw material till the final dimensional and testing.
- Erection and commissioning inspection as required.
- Certification as per CCOE requirements

Also, the subject work is to be carried out as per (Standard Conditions of Third Party Inspection Service) annexure – I.

## **4.0 CONTRACT PERIOD:**

Contract is valid till completion of work as per tender from the date of work order. The successful TPI will be required to sign a contract agreement for the assignment within fifteen (15) days of the date of Work Order.

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

- I. The tender shall submit EMD for ₹ 2,820/- (Rupees Two Thousand Eight Hundred and Twenty) 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.

**6.0 SECURITY DEPOSIT:**

Security Deposit shall be collected from the successful tenderer as per clause 6 of annexure - II

**7.0 INCOME TAX:**

Income tax as per statutory requirement will be deducted on each payment made to the contractor and TDS certificate will be issued to this effect.

**8.0 PAYMENT TERMS:**

The total order value (LD amount, if any will be deducted) will be paid after completion of design appraisal, review of drawings, attending inspection activities, testing of the storage system (both at shop and at erection site), issue of release note and Certification as per CCOE requirements. **Payment will be released within 45 days of submission of invoice** enclosing copies of supporting documents. The prices quoted shall remain firm without any increase till the issue of CCOE Certificate from the date of order. No overdue interest will be paid to the agency.

**9.0 LIQUIDATED DAMAGES / PENALTY:**

Liquidated Damages/Penalty shall be recovered from the successful tenderer at the rate of 0.5% of the total order value in delay (Delay is defined as not attending the inspection activity for more than 2 days against the inspection call date) for attending the inspection activities subjected to a maximum LD of 10% of the total order value for the entire order.

**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 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 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: vsamath@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 or go for reverse auction.

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

**PART - I: TECHNO COMMERCIAL BID**

- |  |                  |
|--|------------------|
| a) Standard Conditions of Third Party Inspection Service | : 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**

- |   |                 |
|---|-----------------|
| g) Price Bid (Schedule of Quantities & Rates) | : Annexure – VI |
|---|-----------------|

**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:

- All page of tender document duly signed & stamped.
- Turnover for last 3 years certified by the Practicing Chartered Accountant.
- Experience Certificates (Work Order & Job completion certificate) in line with eligibility criteria.

- d) Copy of GSTIN Registration Certificate.
- e) Copy of PAN.
- f) EMD @ ₹ 2,820/-
- g) Copies of Valid CCOE approval certificate

**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 26.02.2018**.

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 **26.02.2018 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.

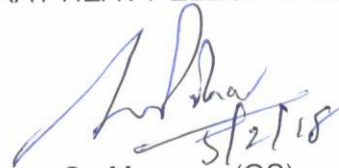
#### **15.0 OPENING OF TENDERS:**

Techno-commercial Bids will be opened on **26.02.2018 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,

  
Sr. Manager (OS)

**STANDARD CONDITIONS OF THIRD PARTY INSPECTION SERVICE**

1. In these conditions "Services" means any and all services provided to BHEL by the Third Party Inspection agency ("agency"). The "order" means the service order issued by BHEL. Unless otherwise specifically agreed in writing all the services provided by the agency are governed by the following standard conditions of third party inspection service.
2. 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.
3. A set of drawings, specifications / quality plans and other relevant data for the third party inspection work will be provided to the agency at the time of inspection.
4. The agency shall keep confidential and not use or disclose to any third party, any data, plan or other technical information received from BHEL except as may be required by law or as may be authorized by BHEL. This obligation will survive termination of the order. This obligation will not apply to any data, plans or other technical information that was in the agency's possession before its disclosure by or on behalf of BHEL to the agency, or becomes part of public domain through no fault of the agency or otherwise becomes available to the agency from any independent source not under a confidential obligation to BHEL.
5. The services by the agency shall comply with the applicable codes or other standards that are expressly agreed in writing with BHEL. Agency shall arrange and keep all applicable latest codes / standards required for inspection work for ready reference.
6. The agency has to arrange for medical facilities, lodging, boarding, food and transport etc. for inspection personnel. It is sole responsibility of the agency to insure the inspection personnel against accidents and injury while at work.
7. Sub-letting of jobs within the agreed scope of work, in any way is not permitted.
8. 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.
9. In such cases the payment shall be made for the completed work on pro-rata basis as decided by BHEL and no other compensation will be granted by BHEL.
10. 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 agency, then the agency shall pay compensation to BHEL for such loss, damage or expense limited to the fee charged by the agency.
11. All cases of disputes, which cannot be settled by mutual negotiations, 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.
12. 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 Indian law.

**SIGNATURE OF TENDERER WITH SEAL**

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**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 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.



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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****::4::**

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.

**29. REVERSE AUCTION:**

"BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders have to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or

**GENERAL TERMS AND CONDITIONS**

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‘Online sealed bid’ by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on [www.bhel.com](http://www.bhel.com)).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on [www.bhel.com](http://www.bhel.com)).”

As a reminder to the bidders, system will flash following message (in RED Color) during the course of ‘online sealed bid’:

“Bidders shall submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL”.

**30. INFORMATION SECURITY POLICY:**

- a) Successful bidder shall provide the Non-Disclosure agreement (NDA as per annexure- NDA.
- b) Resident Service Engineers (if applicable to the contract) shall also sign the Non-Disclosure agreements (NDA) at the time of deployment at HPVP.
- c) Successful bidder shall submit the Resident Service Engineers screening/Back ground verification records at the time of deployment to HPVP.
- d) Successful bidder shall execute Service level agreement (SLA) with HPVP if applicable.
- e) Any sub-contractor engaged by a third party contractor is required provide NDA as like primary contractor.

**SIGNATURE OF TENDERER WITH SEAL**

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**Ref: OPS/OS/SC/2017-18/98/109**

**Date: 05.02.2018**

**Sub:** Engaging Third Party Inspection Services for inspection of 5000 Liter Cryogenic Liquid Oxygen Storage Tank for M/s. RINL – Vizag Steel Plant against S.O. No. 5597 – Reg.

**ACCEPTANCE TO TENDER TERMS & CONDITIONS**

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

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

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

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/2017-18/98/109

Date: 05.02.2018

**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) @ ₹ 2820/-		
04.	GSTIN Registration Certificate		
05.	PAN Number		
06.	Valid CCOE approval copy		
07.	Turnover of last 3 years certified by the Practicing Chartered Accountant		
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:  
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- 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/services 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.

**Note:** the amount of GST shall be released to the Vendor only after GSTR1 Return is filed by the Vendor and the same is auto populated in GSTR2 of HPVP. In case there is mistake in uploading Invoice details by the Vendor in GSTR1, the Invoice details will be corrected by HPVP and the same shall have to be accepted by the Vendor in his return before any GST reimbursement.

**Ref: OPS/OS/SC/2017-18/98/109**

**Date: 05.02.2018**

**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/2017-18/98/109**

**Date: 05.02.2018**

**Sub:** Engaging Third Party Inspection Services for inspection of 5000 Liter Cryogenic Liquid Oxygen Storage Tank for M/s. RINL – Vizag Steel Plant against S.O. No. 5597 – Reg.

**SUB: CONSENT FOR LOCAL OFFICE AND POSTING OF INSPECTOR**

We agree to the NIT requirement to establish local office within 15 days from the date of the award of the contract in Visakhapatnam to facilitate timely completion of activities in BHEL-Vizag and Vizag steel plant.

Date:  
Place:

Authorized Signatory  
Name  
Designation  
Company Seal

### THIRD PARTY NON-DISCLOSURE AGREEMENT

I, \_\_\_\_\_, on behalf of the \_\_\_\_\_ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with BHEL HPVP, Visakhapatnam on contract is confidential and that the nature of the business of the BHEL, Visakhapatnam is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL, Visakhapatnam Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL, Visakhapatnam all documents and property of BHEL, Visakhapatnam, including: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL, Visakhapatnam's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, Visakhapatnam and are reasonable given the nature of the business carried on by the BHEL, Visakhapatnam I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I acknowledge that, I or any other personnel employed or engaged by our company will be liable for penal action as per the laws of the country for any breach of this NDA.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Name

Company

Signature

# **PART – II**

## **(PRICE BID)**

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

**NAME OF WORK:** Engaging Third Party Inspection Services for inspection of 5000 Liter Cryogenic Liquid Oxygen Storage Tank for M/s. RINL – Vizag Steel Plant against S.O. No. 5597.

**Tender Enquiry No:** OPS/OS/SC/2017-18/98/109, Date: 05.02.2018

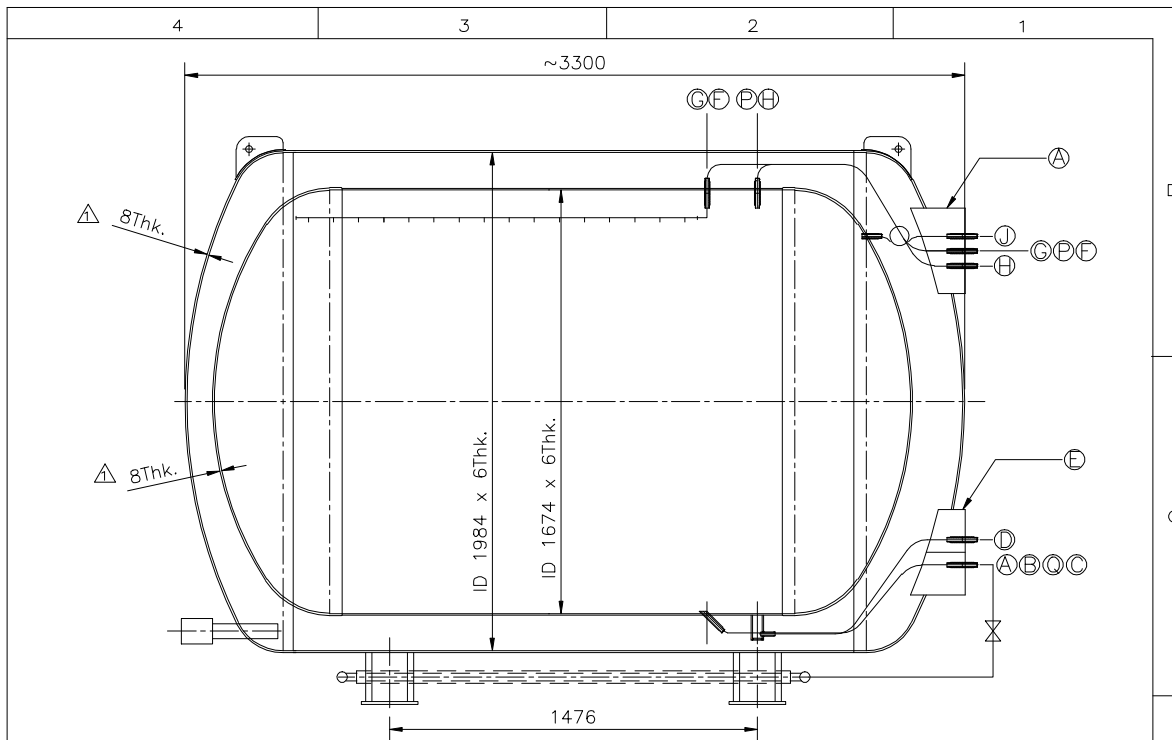
**Schedule of Quantities & Rates (SOQR)**

Sl. No	Description	Total amount in ₹
1	Lump sum price for Third Party Inspection services at BHEL/BHEL Sub-contractors works Visakhapatnam and inspection at Vizag Steel plant, for Liquid Oxygen Storage system	
<b>Total amount in words:</b>		

**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

**SIGNATURE OF TENDERER WITH SEAL**



### NOZZLE DETAILS

MARK NO.	SERVICE	N.S	O.D	THK.
A	OPENING ON OUTER VESSEL(TOP)	323.8	9.53	
B	ADDL. OUTLET	25	33.4	3.38
C	PRESSURISATION COIL & OUTLET	40	48.3	2.77
D	LOWER LEVEL CONNECTION	8	13.72	2.24
E	OPENING ON OUTER VESSEL(BOTTOM)	323.8	9.53	
F	INLET	25	33.4	2.24
G	GAS RETURN	25	33.4	2.77
H	UPPER LEVEL CONNECTION	8	13.72	2.24
J	OVER FLOW	8	13.72	2.24
K	PERLITE FILLING		Ø110 HOLE	
L	VACUUM GAUGE	15	21.3	4.41
M	SAFETY VALVE ON OUTER VESSEL	100	114.3	12.5
N	PUMP OUT PORT	50	60.3	3.7
P	BY PASS	15	21.3	2.24
Q	ADDL. OUTLET	15	21.3	2.24
R	ADDL. OUTLET	15	21.3	2.24

### LIST OF MATERIALS

DESCRIPTION	SPECIFICATION
INNER SHELL, INNER D'END	SA240TP304
OUTER SHELL, OUTER D'END	SA516GR60
PIPES	SA312TP304
BOLTS(SS)	SA320B8
NUTS(SS)	SA194 Gr.8
SUPPORT (EXTL.)	IS2062Gr.A/B
GASKET	TEFLON/KLINGEROILET
VALVES	SS
SLEEVES	SA312TP304/SA182F304

### DESIGN DATA

	INNER VESSEL	OUTER VESSEL
FLUID HANDLED	LOX	PERLITE
WORKING PRESSURE Kg/CM <sup>2</sup> (g)	2.95	VACUUM
DESIGN PRESSURE Kg/CM <sup>2</sup> (g)	3.97*	1.033(EXT.)
TEST PRESSURE (PNEU) Kg/CM <sup>2</sup> (g)	4.36	1.2
WORKING TEMPERATURE °C	−196	AMBIENT
DESIGN TEMPERATURE °C	−196 TO 65	50
CORROSION ALLOWANCE	NIL	NIL
JOINT EFFICIENCY	1	0.85
RADIOGRAPHY	FULL	SPOT
HEAT TREATMENT	NIL	NIL
EMPTY Wt. (Kg)	~4,000	
SERVICE Wt. (Kg)	LOX ~9,700	
TOTAL VOLUME (Lts.)	5290	
USEFUL VOLUME (Lts.)	5000	
CODE	ASME SEC VIII DIV 1,(LATEST)	
INSPECTION	BHEL—HPVP	
*INCLUDING STATIC HEAD		

REF. DRG.		THICKNESSES OF INNER AND OUTER D'ENDS REVISED		CSK	PKR	ANVKK
REV. No.		ZONE		BRIEF RECORD		
QTY.				PPD.	CHD.	APPD.
ITEM NO.						
MATL.		DGN.	M/s. RINL-VISAKHAPATNAM			
NOTES:		PPD.	CH.SATISH KUMAR	5000Lts.(NET) LOX HORIZONTAL STORAGE TANK		
1. DRAWING NOT TO BE SCALED		CHD.	P.KAMESWARA RAO	CUSTOMER NO: 5597 NO. OFF —		
2. ALL DIMENSIONS ARE IN MILLI METRES UNLESS OTHERWISE STATED.		APPD.	A.N.V.K.KISHORE	YEAR OF ORD.	SIZE	DRAWING NO.
		SCALE	N.T.S	2017	A4	CRTK-5597-01-SK-001
						REV. No. 1