



## INVITATION TO TENDER

**Ref: OPS/OS/SC/2019-20/49/057**

**Date: 25.09.2019**

**Sub:** Conducting External Safety Audit in the premises of BHEL-HPVP, Visakhapatnam for the year 2019-20 - Reg.

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

SL. NO.	NAME OF THE WORK	EMD ₹	WORK COMPLETION PERIOD	LAST DATE FOR RECEIPT OF TENDER
01	Conducting External Safety Audit in the premises of BHEL-HPVP, Visakhapatnam for the year 2019-20	800/-	2 Weeks	<b>16.10.2019</b> up to 14.00 Hrs.

### **1. SCOPE OF THE WORK**

Work is to be carried out as per detailed scope of work (Annexure - I) and Schedule of Items & Bill of Quantities (Annexure-II).

### **2. LOCATION OF WORK:**

The subject work is to be carried out in the Premises of BHEL – HPVP, Visakhapatnam.

### **3. WORK COMPLETION PERIOD:**

The Work activity to be completed and submitting final safety audit reports four copies along with soft copy **within Two weeks** from the intimation from BHEL – HPVP safety department.

### **4. INSPECTION:**

Inspection shall be carried out by BHEL / BHEL Authorized inspection agency.

### **5. EARNEST MONEY DEPOSIT:**

- I. The tenderer shall submit EMD for ₹ 800/- (Rupees Eight Hundred 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:** MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate in similar works 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 deficiencies in the above required documents are not submitted before price bid opening. Documents should be notarized or attested by a Gazetted officer.

#### **6. INCOME TAX :**

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

#### **7. TDS ON GST:**

TDS on GST amount as per statutory requirement as applicable will be deducted on each payment made to the contractor. Present TDS on GST is 2%.

#### **8. PAYMENT TERMS:**

100% Bill payments will be arranged within 30 days from the date of submission of correct/complete bill with all relevant documents to Safety department.

**Note:** All payments will be released only through RTGS through BHEL proforma. Electronic Funds Transfer form (Refer Annexure-A) duly Filled and certified through bank may be enclosed.

#### **9. 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.

- c) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the company's act. The bank guarantee format should have the approval of BHEL.
- d) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the company's act (FDR should be in the name of the contractor, a/c BHEL.
- e) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

**D. Collection of Security deposit:**

At least 50% of the required security deposit, 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.

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

**E. Refund of Security Deposit:**

- i. The security deposit shall be refunded after successful completion of the Contract as per agreement and subject to deduction of any amount due to BHEL.
- ii. Security deposit shall not be refunded to the Contractor except in accordance with the terms of the Contract.
- iii. The successful tenderers shall furnish Security Deposit within 15 days from the date of Work Order / Letter of Intent. The Security Deposit shall be furnished by the successful tenderers before commencement of work by them.
- iv. The security deposit shall not carry any interest.

**Note:** Acceptance of Security Deposit against Sl. No. (d) and (e) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith).

F. Security Deposit / Bank Guarantee will be released after the maintenance period of 2 months or on closure of contract whichever is later.

**10. PRICE SCHEDULE, TAXES & DUTIES:**

- a. Prices shall be quoted in the price schedule attached to the tender for the complete scope of work.
- b. The quoted prices shall be inclusive of all applicable taxes & duties as applicable as on due date of tender submission except GST. However, GST as applicable shall be payable by contractor and same shall be reimbursed by BHEL on submission of proof of payment 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. All rates shall be quoted in the tender format only.
11. Sr. Safety Officer of BHEL – HPVP, Visakhapatnam shall be the Engineer-in-charge for herein after referred to as such in the tender.

**12. VALIDITY OF OFFER:**

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

**13. 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.

Bids not accompanied with requisite EMD, 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. One complete set of reference documents pertaining to subject job / Project covered in the scope of this tender are available at Safety Maintenance Dept. and the same can be referred during working hours from 9.00 AM to 4.00 PM.

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

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

**PART - I: TECHNO COMMERCIAL BID**

a) Scope of Work

: Annexure – I

Contd...5

b) Acceptance to the tender terms &amp; conditions

: Annexure – II

c) Contractor Information

: Annexure – III

**PART - II: PRICE BID**

d) Price Bid (Schedule of items and Bill of Quantities)

: Annexure – IV

**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** along with the following documents:

- (i) All pages of Tender documents duly signed & stamped
- (ii) Earnest Money Deposit of ₹ 800/-
- (iii) Certificate of One year past experience in safety audit role at any company.
- (iv) Copy of GSTIN Registration Certificate.
- (v) Copy of PAN

**Part-II: Price Bid** in the prescribed format shall be placed in **another separate cover**.The tender documents including the various supporting documents enclosed by the bidder should be **signed on all pages with seal**.Both covers containing Part-I & Part-II bids shall be placed in **another** bigger size envelope duly super scribing the **Tender No. & Subject** on the envelope.**14.2 The tender completed in all respects shall be dropped in the Outsourcing tender box kept at reception counter, ADM building latest by 14.00 Hrs. on 16.10.2019.**

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 **16.10.2019 up to 14.00 hrs.** BHEL-HPVP is not responsible for any postal or other delays in submission of offers.

Offers received in any other form will not be accepted.

**14.3 Submission of offer by a tenderer implies that all the tender documents were read by the tenderer and the tenderer is aware of the scope and specifications of the work, site condition, local conditions and rates at which stores, tools and plant, free / chargeable materials etc., will be issued to him by BHEL-HPVP and other factors having bearing on the execution of the work.****15.0 OPENING OF TENDERS:**Techno-commercial Bids will be opened on **16.10.2019 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. In case of reverse auction, the date of conducting reverse auction will be intimated in advance at appropriate time.**If bids are not accompanied by requisite Earnest Money Deposit / Valid MSME / 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,

एन.सतीश कुमार/N SATISH KUMAR

प्रबन्धक (अउटसोर्सिंग) Manager/Outsourcing:

एचपीवीपी, बीएचईएल/HPVP-BHEL

विशाखापट्टणम/Visakhapatnam-530 012

N. Satish Kumar  
Manager (OS) 25/09/2019

**SCOPE OF WORK FOR SAFETY AUDIT**

**TERMS AND CONDITIONS:**

1. **TECHNICAL:** The scope of audit, duration and methodology shall be as detailed in your offer under reference and as per any suggestion from us borne out of discussions during auditing.
2. **AREA OF STUDY:** Audit shall cover following area in addition to any other indicated during audit if necessary.
  - LPG Area
  - All Production Blocks
  - All 2<sup>nd</sup> floor buildings
  - Electrical Safety measures
  - Fire safety measures in the plant
  - All Machineries safety, where those are installed
  - Fire Department
  - Quality Department, & Stores.
  - Hospital, Safety Dept. Canteen and HRD.
3. **CONFIDENTIALITY CLAUSE:** All the information provided by BHEL shall not be disclosed to anyone, including the audit report after completion of audit.
4. **CONTENTS AND STYLE OF REPORT:** Shall be as per standard format.
5. **CONVEYANCE:** BHEL will not provide to and fro conveyance to the team.
6. **GENERAL:**
  - Work as to done during the period 8.00 A.M to 4.30 P.M on week days
  - Against requisition from the team leader, entry pass will be provided by BHEL Requisition may be given at least two days in advance.
  - No compensation will be paid for any injury sustained with, BHEL premises during course of work.
  - Necessary appliances such as helmets have to be brought by the team and worn during visit to plant.
7. **COMPETENT PERSON:** The technically sound, related to experience in the field of design, fabrication, quality control, inspection, testing, operations, maintenance of pressure vessels including fittings as well as knowledge about nation/inter-national codes, procedure to be followed for safety audit etc. are carried out for assessment to recognition as Competent Person. One year of past experience in safety audit role at any company.
8. The work activity is to be completed and submitting final safety audit report four copies along with soft copy within two weeks.

**SIGNATURE OF THE TENDERER WITH SEAL**

**ANNEXURE – II**

**Ref: OPS/OS/SC/2019-20/49/057**

**Date: 25.09.2019**

Sub: Conducting External Safety Audit in the premises of BHEL-HPVP, Visakhapatnam for the year 2019-20 – Reg.

**ACCEPTANCE TO TENDER TERMS & CONDITIONS**

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

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

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

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

**SIGNATURE OF THE TENDERER WITH SEAL**

Ref: OPS/OS/SC/2019-20/49/057

Date: 25.09.2019

**CONTRACTOR INFORMATION**

Sl. No.	Particulars	To be Filled by Bidder
01.	Name of the Contractor	
02.	Nature of Firm / Concern (Proprietor/Partnership/Pvt. Limited/Public Ltd.) Note: In case of partnership concern, please enclose photo copies of the partnership deed	
03.	Full address	
04.	Name of the Proprietor/Partner	
05.	Name of the Person(s) and designation authorized for signing the contract/dealing with BHEL	
06.	Telephone No. of the firm	
07.	Fax No.	
08.	Mobile No.	
09.	E-mail ID	
09.	Organizational structure with name and designation	



**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 years 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

**ACCEPTANCEFOR ELECTRONIC FUND TRANSFER / RTGS / NEFT TRANSFER**

01	NAME & ADDRESS OF THE SUPPLIER / SUBCONTRACTOR	
02	VENDOR CODE ASSIGNED BY BHEL,HPVP LTD	

**DETAILS OF BANK ACCOUNT**

03	NAME & ADDRESS OF THE BANK	
04	NAME OF THE BRANCH	
05	BRANCH CODE	
06	MICR CODE	
07	ACCOUNT NUMBER	
08	TYPE OF ACCOUNT	
09	BENEFICIARY'S NAME	
10	IFSC CODE OF THE BRANCH	
11	EMAIL ID	
12	TELEPHONE / MOBILE NUMBER	

**CERTIFICATE**

I / We here by agree to receive the payments due from M/s Bharat Heavy Electricals Ltd., by the National Electronic Fund Transfer / or RTGS Transfer mode by credit to my / our above mentioned Bank account. I / We also agree that payments made to the above mentioned account are a valid discharge of the liability of M/s Bharat Heavy Electricals Ltd. I / We also agree to bear the applicable Bank charges for the above mode of transfer. A copy of the cheque leaf/ cancelled cheque leaf of the above account is sent herewith.

(Authorized Signatories with Name & Seal)

**BANKER'S CERTIFICATION**

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of \_\_\_\_\_ (name of account holder), the signature of authorized signatory and the MICR and IFSC codes of our branch mentioned above are correct.

Place:

Bank Manager / Officer

Date:

Signature with Bank stamp and Name seal

**FORWARDED TO ACCOUNTS DEPARTMENT / CASH SECTION**

We confirm the above details are verified with the records available with us

Signature of BHEL Official with name & seal  
Operating the contract / Services

**GST COMPLIANCE FOR INDIGENOUS SUPPLIERS / CONTRACTORS**

1. In Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GSTIN which should be clearly mentioned in the offer. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer.
2. Supplier shall mention their GSTIN in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.
3. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
4. A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.
5. All documents like Test Certificate, LR copy, Guarantee/Warranty certificate, work completion certificate, any other document mentioned in PO, shall be sent along with the vehicle/consignment where ever applicable. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the PO, then BHEL will not be able to accept or account the material, in such case availing of tax credit will be deferred to next month or so.
6. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the suppliers, within the calendar month notified by BHEL.
7. For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.
8. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contractors. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Debit note will be issued by BHEL indicating the respective supply invoice number.
9. This is to inform that GST portion of invoice, shall be released only upon Vendor declaring such invoice in his GSTR-1 and receipt of goods and Tax invoice by BHEL and Confirmation of payment of GST thereon by vendor on GSTN portal. Alternatively, BG of appropriate value may be obtained from vendor which shall be valid At least one month after the confirmation of date of payment of GST by vendor on GSTN portal and receipt of Tax invoice and receipt of goods, whichever is later. Above is subject to receipt of goods/service and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.
10. That in case vendor delays Declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied/ leivable on BHEL.

***Note: The above will be followed strictly for Processing vendor payments to ensure GST Compliance.***

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

**NAME OF WORK:** Conducting External Safety Audit in the premises of BHEL-HPVP,  
Visakhapatnam for the year 2019-20 – Reg.

**Tender Enquiry No:** OPS/OS/SC/2019-20/49/057, Dated: 25.09.2019

**SCHEDULE OF QUANTITIES & RATES (SOQR)**

<b>SL No</b>	<b>DESCRIPTION OF WORK</b>	<b>Total Amount in ₹ (FIG.)</b>	<b>Total Amount in Words</b>
1	Conducting External Safety Audit in the premises of BHEL-HPVP, Visakhapatnam for the year 2019-20		

**Note:**

- 1) **The prices shall remain fixed and firm for an entire period of contract & No additional payment shall be made to contractor over and above the quoted price.**
- 2) **Offer shall be evaluated based on quoted total amount.** However, BHEL reserves the right to negotiate with L1 vendor.
- 3) **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 contractor and same shall be reimbursed on submission of proof of payment as per annexure - GST.

**SIGNATURE OF THE BIDDER WITH STAMP**