



## INVITATION TO TENDER

Ref: OPS/OS/SC/2017-18/66/074

Date: 26.10.2017

**Sub: Providing Third Party Inspection Services for Inspection of Burners along with spares at Supplier Works of M/s. Exotherm Corporation, Houston, USA against S.O. No. 4050 – 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 ₹	EMD ₹	LAST DATE FOR RECEIPT OF TENDER
01	Providing Third Party Inspection Services for Inspection of Burners along with spares at Supplier Works of M/s. Exotherm Corporation, Houston, USA against S.O. No. 4050 (For Two Visits maximum)	88,000/-	1,760/-	02.11.2017 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. ₹ 26,400/-). In case annual turnover for FY 2016-17 is not finalized or ITR is not submitted by the contractor, Average annual turnover during the last 3 years ending 31<sup>st</sup> March 2016 shall be considered.

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

- II. The Contractor should have experience of completing similar works during last 7 years ending 30<sup>th</sup> September 2017 as given below:
- a) Three similar completed works costing not less than the amount equal to 40% of the estimated value (i.e. ₹ 35,200/- each)
- OR
- b) Two similar completed works costing not less than the amount equal to 50% of the estimated value (i.e. ₹ 44,000/- each).
- OR
- c) One similar completed work costing not less than the amount equal to 80% of the estimated value (i.e. ₹ 70,400/-).

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

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

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

### 2.0 SCOPE OF THE WORK

Third Party Inspection services for four burners and spares at our supplier location M/s. Exotherm Corporation, 888 Wilcrest Drive, Houston, 77042 USA for the following:

- Raw material test certificate verification
- In process document verification
- Final dimensional check
- Visual inspection
- LPI check on welds if visually not found acceptable
- Painting inspection
- Release of inspection release note/ clearance certificate for the dispatch of the components.

Note : Standard Conditions Of Third Party Inspection Service are as per annexure – I

### **3.0 VALIDITY OF CONTRACT:**

The Contract shall be valid up to February 2018 or till completion of work. However, Contractor shall depute their inspector within two working days from the date of intimation by BHEL - HPVP Quality dept. / Authorised representative as and when required.

### **4.0 LIQUIDATED DAMAGES / PENALTY:**

In case Contractor deploy the inspector beyond two working days, BHEL will have no obligation to accept the same and reserves the right to levy liquidated damages at the rate of 0.5% of the awarded contract value delayed for each day of delay or part thereof without prejudice to any other relief or compensation due to BHEL under any other conditions of the order subject to a maximum limit of 10% of total contract value, where delay is not attributable to BHEL.

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

- I. The tender shall submit EMD for ₹ 1,760/- (Rupees One Thousand Seven Hundred and Sixty) only in the following forms:
  - a) Cash Deposit as permissible under the extant Income Tax Act (before tender opening).
  - b) Electronic Fund Transfer credited in BHEL account (before tender opening).
  - c) Banker's Cheque/ Pay Order/ Demand Draft, in favour of BHEL, Visakhapatnam (along with offer).
- II. EMD by the tenderer will be forfeited as per NIT conditions, if:
  - a) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
  - b) The contractor fails to deposit the required security deposit or commence the work within the period as per LOI/ Contract.
  - c) EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.
- III. EMD given by all unsuccessful tenderers shall be refunded normally within 15 days of award of work.
- IV. EMD shall not carry any interest.
- V. EMD of successful tenderer will be retained as part of Security Deposit.

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

#### **6.0 SECURITY DEPOSIT:**

Security Deposit shall be collected from the successful tenderer as per clause 8 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:**

Invoice shall be raised by the local office in India in Indian Rupees. Quoted price and applicable taxes shall be paid (Wire transfer charges if applicable has to be considered in the quotation itself. Separately it won't be paid). The payment will be paid after completion of attending inspection activities, testing, review of documents, issue of release note and certification as required.

Payment will be released within 45 days of submission of invoice enclosing copies of supporting documents like GST payment etc. No overdue interest will be paid to the agency.

#### **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**

- |   |                  |
|---|------------------|
| a) Standard Conditions of Third Party Inspection Services | : Annexure – I   |
| b) General Terms and Conditions                           | : Annexure – II  |
| c) No Deviation Certificate                               | : Annexure – III |
| d) Consent For Local office                               | : Annexure – IV  |
| e) Contractor Information                                 | : Annexure – V   |
| f) Check List   | : Annexure – VI  |

**PART - II : PRICE BID**

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

**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 @ ₹ 1,760/-

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

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

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

- 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 02.11.2017**

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

Last date for receipt of tenders is **02.11.2017 up to 14.00 hrs.** BHEL-HPVP is not responsible for any postal or other delays in submission of offers.

Offers received in any other form will not be accepted.

- 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 **02.11.2017 at 14.00 Hrs.** at Customer Cell, Admn. Building, BHEL- HPVP. The bidders may depute their representatives at the time of opening. The price bid of the technically qualified bidders will also be opened in the presence of representatives of the bidders and the date & time of opening of price bids will be intimated later.

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

Yours Faithfully,

For BHARAT HEAVY ELECTRICALS LIMITED,

  
Manager (OS) 26/10/17.

**D. RAJENDRA BABU**  
Manager (OS) ;  
HPVP, BHEL  
Visakhapatnam-530 012

**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. All taxes (except GST), charges, duties, other incidental charges etc. and other taxes for execution of the contract under the scope of work shall be borne by 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.
8. Sub-letting of jobs within the agreed scope of work, in any way is not permitted.
9. 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.
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.

**SIGNATURE OF TENDERER WITH SEAL**

**GENERAL TERMS AND CONDITIONS**

1. All entries in the tender documents should be made in one ink. Erasure and over-writings are not permitted. All cancellations and insertions should be duly signed by the Bidder concerned.
2. The sealed Price Bids of only those offers which are technically acceptable shall be opened later. The bidders qualifying in techno-commercial bid will be intimated separately for participating in Price Bid opening.
3. Bidders should fill in all the required particulars in the blank spaces provided and should sign with seal each and every page of the tender document.
4. Rates should be quoted in figures as well as in words with reference to each item and for all the items shown in the attached schedule.
5. Income-Tax will be deducted as per the Rules.
6. In the event of tender being submitted by the firm, the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of attorney on behalf of the firm concerned. In the latter case, a copy of the power of attorney duly attested by a Gazetted Officer must accompany the tender.
7. **Earnest Money Deposit:**
  - A. EMD is to be paid by the tenderers for securing fulfillment of any obligations in terms of the NIT.
  - B. **Modes of Deposit:** The EMD may be accepted only in the following forms:
    - a) Cash Deposit as permissible under the extant Income Tax Act (before tender opening).
    - b) Electronic Fund Transfer credited in BHEL account (before tender opening).
    - c) Banker's Cheque / Pay Order/ Demand Draft, in favour of BHEL, Visakhapatnam along with offer.
  - C. **Forfeiture of EMD:** EMD by the tenderer will be forfeited as per NIT conditions, if:
    - a) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
    - b) The contractor fails to deposit the required security deposit or commence the work within the period as per LOI/ Contract.
    - c) EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.
  - D. EMD given by all unsuccessful tenderers shall be refunded normally within 15 days of award of work.
  - E. EMD shall not carry any interest
  - F. EMD of successful tenderer will be retained as part of Security Deposit
8. **Security deposit:**
  - A. Security deposit means the security provided by the contractor towards fulfillment of any obligations in terms of the provisions of the contract.
  - B. The total amount of the security deposit will be **5%** of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security deposit.

**GENERAL TERMS AND CONDITIONS**

::2::

**C. Modes of Deposit:**

The balance amount to make up the required Security Deposit of **5%** of the contract value may be accepted in the following forms:

- a) Cash (as permissible under the extant Income Tax Act)
- b) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- c) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the companies act. The bank guarantee format should have the approval of BHEL.
- d) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the company's act (FDR should be in the name of the contractor, a/c BHEL).
- e) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

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

**D. Collection of Security deposit:**

At least **50%** of the required security deposit, including the EMD, should be submitted before start of the work. Balance security deposit can be collected by deducting **10%** of the gross amount progressively from each of the running bills of the contractor till the total amount of the required security deposit is collected.

- E. Security deposit shall be released to the contractor upon fulfillment of contractual obligations as per the terms of the contract.
- F. The security deposit shall not carry any interest.

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



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

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

**26. ARBITRATION:**

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

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

**GENERAL TERMS AND CONDITIONS**

::4::

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

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

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

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

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

**28. Fraud Prevention Policy:**

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

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

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

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

**SIGNATURE OF TENDERER WITH SEAL**

**Ref: OPS/OS/SC/2017-18/66/074**

**Date: 26.10.2017**

**Sub:** Providing Third Party Inspection Services for Inspection of Burners along with spares at Supplier Works of M/s. Exotherm Corporation, Houston, USA against S.O. No. 4050.

**NO DEVIATION CERTIFICATE**

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

Date:  
Place:

Authorized Signatory  
Name  
Designation  
Company Seal

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**ANNEXURE – IV**

**Ref: OPS/OS/SC/2017-18/66/074**

**Date: 26.10.2017**

**Sub:** Providing Third Party Inspection Services for Inspection of Burners along with spares at Supplier Works of M/s. Exotherm Corporation, Houston, USA against S.O. No. 4050.

**SUB: CONSENT FOR LOCAL OFFICE**

We confirm that we have a local office in USA or we depute our inspector immediately as per the inspection call date as per the NIT conditions to facilitate timely inspection process of M/s BHEL Visakhapatnam.

Date:  
Place:

Authorized Signatory  
Name  
Designation  
Company Seal

**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) @ ₹ 1,760/-		
04.	GSTIN Registration Certificate		
05.	PAN Number		
06.	Income Tax Returns for last 3 years (FY 2013-14, 2014-15, 2015-16 / 2016-17)		
07.	Profit & Loss account and Balance Sheet certified by the Practicing Chartered Accountant for the last 3 years		
08.	Work orders & Job Completion Certificates in similar works as mentioned in eligibility criteria.		
09.	MSE Registration Documents, if applicable  EM II certificate having deemed validity (5 years from date of issue of acknowledgement in EM II) <b>or</b>  valid NSIC certificate <b>or</b>  EM II certificate along with attested copy of a CA certificate (Format enclosed at <b>ANNEXURE-A</b> where deemed validity of EM II certificate of five years has expired)		

**Certificate by Chartered Accountant on letter head**

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

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

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

₹.....Lakh

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

₹.....Lakh

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

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

Or

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

Date:

(Signature)

Name -

Membership number –

Seal of Chartered Accountant

**ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS / NEFT TRANSFER**

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

**DETAILS OF BANK ACCOUNT**

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

**CERTIFICATE**

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

(Authorized Signatories with Name & Seal)

**BANKER'S CERTIFICATION**

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

Place:

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 GSTIN portal.
- 1.2 Further, incase GST credit is delayed/ denied to BHEL due to non / delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from contractor along with interest levied/ leviable on BHEL.
- 1.3 Further, incase contractor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from contractor along with interest levied/ leviable on BHEL.
- 1.4 As per GST law, last date/ chance for availing ITC for any invoice/ debit note (including supplementary invoice) is the earliest of the following dates:
  - 1.4.1 Date of filing of return for the month of September following the end of Financial Year to which such invoice or invoice relating to such debit not pertains (Due date- 20<sup>th</sup> Oct)
  - 1.4.2 Date of filing of Annual Return (Due date- 31<sup>st</sup> Dec)

**2. Reverse Charge(RCM)**

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

# **PART – II**

**(PRICE BID)**

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

**NAME OF WORK:**

Providing Third Party Inspection Services for Inspection of Burners along with spares at Supplier Works of M/s. Exotherm Corporation, Houston, USA against S.O. No. 4050.

**Tender Enquiry No:** OPS/OS/SC/2017-18/66/074, Date: 26.10.2017

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

Sl. No	Description	Unit	Qty (Approx.) (a)	Unit rate (in ₹) (b)	Total amount (in ₹) (a x b)
1	Providing Third Party Inspection Services for Inspection of Burners along with spares at Supplier Works of M/s. Exotherm Corporation, Houston, USA against S.O. No. 4050.	No. of Visits	2		
	<b>Total</b>				

**Total amount in words:**

**NOTES:**

- 1) Tenderers are requested to visit the site before submitting their tenders and go through the site conditions, nature and quantum of the job to be done and in general shall themselves obtain all necessary information as to risks, safety precautions, contingencies and other circumstances. A tenderer shall be deemed to have full knowledge of the site, whether he inspects it or not, no claim shall be allowed.
- 2) The quoted prices shall be fixed & firm without any escalation during the entire period of contract and till completion of the work. No additional payment shall be made to the contractor over and above the quoted price.
- 3) **L1 shall be evaluated based on quoted total price.** However, BHEL reserves the right to negotiate with L1 vendor or go for reverse auction.
- 4) The quantity indicated above is approximate and may vary on both sides subjected to the requirement. However, payment shall be made for the actual quantity only.
- 5) **The quoted prices shall be inclusive of all applicable taxes & duties as applicable as on date of tender submission except GST.** However, GST as applicable shall be paid by the contractor and same will be reimbursed by BHEL on proof of payment along with the bill as per annexure - GST

**SIGNATURE OF TENDERER WITH SEAL**