

BHARAT HEAVY ELECTRICALS LTD.
HEAVY EQUIPMENT REPAIR PLANT, VARANASI



CONDITION OF CONTRACT

Sub: - Reconditioning work of Power hack saw machine

Dear Sir(s),

Sealed Tenders/Quotations, Super scribing the Name of Work, Tender Notice Number (HERP/MAINT./RC/2020-21/01), Dated 29.08.2020 and Due Date 07 days from the date of hosting of tender on website, are invited by the undersigned for executing the following work to the parties who meet our **Pre-Qualification Criteria (Placed at P-2, Clause-2 of Tender document)**.

Sl. No	Description of Work	Earnest Money Deposit	Due Date	Completion Time
1	Reconditioning of Power hack saw machine	Rs.2400.00		45 days from the date of receipt of material at vendor works.

Cont.

Total No. of pages :14

SCOPE OF WORK FOR RECONDITIONING OF POWER HACK SAW MACHINE:

Sl. No.	Description	Qty. (In No.)	Rate	Amount	Applicable Tax
1.	Replacement of Cylinder unit and piston	01			
2.	Repairing work of Plunger pump and valve	01			
3.	Transportation charge one side				

Note: Cylinder block drawing and photographs of the items are also attached for reference purpose. Sample will be provided for all the replaceable items.

Sl. No.

List of activities

01. Casting of the new Cylinder and piston as per the supplied items.
02. Repairing of the Plunger pump and valve.
03. Assembly of the whole hydraulic system and checking
04. Send the all items along with sample items returned to BHEL.

Note: While assembly/dismantling it is necessary to ensure the existing parts should not be damaged.

SPECIAL CONDITION OF CONTRACT

1) EXECUTION OF WORK:

Further off- loading of the work either in part or in full is not permitted in any case, without prior permission from awarding authority. Otherwise the work is liable to be terminated at the discretion of BHEL.

2) PRE-QUALIFICATION CRITERIA:

In order to participate in price, bid i.e. part-II bid, bidders must qualify in Part-I bid i.e. techno commercial bid. Minimum qualifying criteria for technical suitability shall be as mentioned here under: -

- (1) The bidder should have the experience of similar type of work during the last three years from the date of hosting of the tender on the website. The bidder should submit the copy of the Work order/Purchase order issued by any central Government/Public sector undertaking/Private company limited.

Definition of similar work(s):- Any of the following work shall constitute similar works:-

1. Reconditioning work of Hydraulic system.
2. Supply of New Hydraulic system / Power pack.

3) DOCUMENTS REQUIRED:

- 3.1 Copies of Work Orders / award letters by the bidders during the last three years from the date of hosting of the tender on the website. Evaluation will be done on the basis of documents submitted along with the tender.

4) FACILITIES:

- 4.1 BHEL will provide following facilities free of cost, if available during reconditioning and retrofitting work at HERP, Varanasi.
All consumables like lubricants, kerosene oil, cotton waste, water, electricity, compressed air etc. will be supplied free of cost during reconditioning and commissioning inside our premises.
- 4.2 Crane facilities are available free of charges while working inside BHEL premises only depending upon the availability of such item.
- 4.3 All the fasteners (like Nuts and Bolts) are to be arranged by service provider.

5) TERMS OF PAYMENT:

- 5.1 95% of contract value will be paid after successful completion of all the jobs to the satisfaction of Engineer in charge.
- 5.2 Balance 5% of contract value after the completion of defect liability period which shall be 12 months of the replaced items from the date of completion of work in totality. This payment can however be released on receipt of Performance Bank Guarantee of 5% of Work Order value valid for Defect liability period plus three months from the date of handing over to cover the guarantee period.

6.0 PAYMENT OF BILLS:

- 6.1 All payments to be made to the service provider shall be through EFT, contractor shall submit their final bill after the completion of work. The final bill complete in all respects accompanied by BHEL engineers certified/measurement sheet, jointly signed, will be paid within thirty days of the receipt of bill in finance department. The measurement will be taken as specified in terms and conditions of contract and certified by the BHEL engineer of actual work. However, no extra payment
- 6.2 BHEL HERP will make payments in two parts: -
- PART-1: Basic invoice value and all other charges (except GST amount) will be paid as per work order payment terms.
- PART-2:
- GST portion of invoice value will be paid only after fulfilling following condition:
- (A) Payment of GST amount in to Govt. account by contractor against invoice raised to BHEL.
- (B) Filing of GST return within scheduled date.
- (C) Display of GST credit against BHEL GSTIN No. 09AAACB4146P2ZC on GSTN portal.

NOTE: Advance payment is not acceptable by BHEL HERP Varanasi in any case.

6.3 TAXES AND OTHER DUTIES:

- 6.3.1 Goods and Service Tax (GST) for the execution of the contract shall be payable extra as per prevailing rate (Present rate 18%).
- 6.3.2 New taxes and duties, if imposed subsequent to the due date of offer submission by statutory authority during contract period (including extension if the same is not attributable to you) shall be reimbursed by BHEL on production of relevant supporting documents to the satisfaction of BHEL. However, you shall take prior approval from BHEL before depositing new taxes and duties.

7) **GST CLAUSE:** Input tax credit of GST can be availed by BHEL only after completion of work and GST invoice is in possession of BHEL therefore, service provider should ensure the following in respect of WOs issued by BHEL.

GST invoice should contain address, GST No. and PAN no. of BHEL as well as of service provider. Applicable HSN code of the material should be indicated in the GST invoice.

- (i) Three copy of GST invoice should be sent after completion of work to avoid any delay in availing input credit by BHEL.
- (ii) Declare such invoice in his GSTR-1 return for the month of completion of work.
- (iii) Payment of GST to statutory authorities within prescribed time.

In case GST credit is delayed /denied to BHEL due to delayed in service and or tax invoice or expiry of timelines prescribed in GST law for availing such ITC or any other reason not attributable to BHEL, GST amount shall be recoverable from vendor along with interest /penalty leviable on BHEL.

In case service provider 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 shall be recoverable from service provider along with interest levied/leviable on BHEL.

Sometime BHEL HERP Varanasi is unable to avail input credit in spite of the fact that GST had been paid to the respective suppliers against their invoices. This happens due to either not filling of GST return within scheduled date or non-display of GST credit in BHEL GSTIN No. 09AAACB4146P2ZC or both of them. Therefore, to avoid any situation of loss of input credit to BHEL or liability towards interest/penalty, BHEL HERP will make payment in two parts i.e. Basic invoice value and all other charges (except GST amount) will be paid as per W.O. payment schedule and GST portion of invoice value will be paid on availability of credit of same in BHEL GSTIN.

8) COMPLETION PERIOD FOR RECONDITIONING WORK OF POWER HACK SAW MACHINE.

The total reconditioning work of power hack saw machine shall be completed within 45 days from the receipt of the items. After the completion of the work service provider has to send the items to the BHEL with the proper packing to avoid damages.

9) SUBMISSION OF OFFER:

you are requested to submit the offer in two parts bid. Part-I contains techno-commercial offer as one file and Part-II contains price bid file . Price bid file will be password protected and will be opened after the clarification of the Part-I bid.

9.1 Technical & Commercial Offer (part-I bid):-

The Technical offer should contain confirmation of the acceptance of all the above technical requirements. All tenderers have to agree all items mentioned in our tender and an acceptance to this effect to be attached to Techno-commercial offer. No deviation / relaxation sought by the contractor will be accepted and their offer will be summarily rejected. The commercial documents like EMD, Acceptance of our payment terms etc. should also be submitted in the Technical & Commercial offer.

9.2 Price Bid (part-II bid):-

This file should contain only the password protected file and it will open after the clarification of the Part-I bid.

10) Earnest Money Deposit & Security Deposit:

Earnest Money is to be deposited only through Electronic Fund Transfer for BHEL Bank Account details are attached. Earnest money deposit of unsuccessful offers would be returned. Security deposit money will be recover from the bill.

11) Pre-bid Inspection by Tenderer:

The tenderer can inspect the Power hack saw machine at our premises on any working day at their own cost with prior intimation, before quoting if they desire so, before the last date for submission of tenders.

12) Last date for Tender Submission and Opening:

Tenders are to be submitted by e-mail id only on tenderherp@bhel.in (in 2-part bid system) by 14.00 Hrs. on or before.....and will be opened at 14.30 Hrs. on the same day, at BIHEL, Varanasi.

13) In the event of acceptance of full tender, and if the service provider fails to commence the work within promised period, BHEL shall without prejudice to any other right or remedy be at liberty to forfeit the said earnest money absolutely.

14) Accepting authority reserves the right to reject any of the quotations without assigning any reason thereof.

15) General Terms and Conditions:

All other terms and conditions will be applicable as per BHEL General Terms and Conditions.

16) Validity of Quotation:

Quotations must be valid for at least 60 days.

17) Penalty: If the contractor fails to complete the work within stipulated time, he shall without prejudice to any other right or remedy on BHEL on account of such breach, be liable to pay as compensation as liquidated damage an amount equal to 0.5 percent or part thereof of the contract sum for every week of extension sought beyond the scheduled date of Completion as finalized through the contract provided always that the total amount of compensation as liquidated damages to be paid under this condition shall not exceed 10% of the executed contract price. Such amount may be adjusted or setoff against any sum payable to the contractor under this or any other contract.

EFT details of BHEL, HERP, Varanasi

- 1) NAME OF THE BENEFICIARY: BHARAT HEAY ELECTRICALS LIMITED
- 2) ADDRESS: HERP, TARNA, SHIVPUR VARANASI UP-221003
- 3) BANK NAME: STATE BANK OF INDIA
- 4) BRANCH: MAIN BRANCH, NEAR KACHARI VARANASI
- 5) BANK TELEPHONE NO. : 0542-2508280
- 6) BANK IFSC CODE: SBIN0000201
- 7) MICR CODE: 221002002
- 8) BHEL ACCOUNT NUMBER: 11103264820
- 9) ACCOUNT TYPE : CURRENT A/C
- 10) PERMANENT ACCOUNT NO. : AAACB4146P
- 11) BHEL HERP GST NO. 09AAACB4146P2ZC

G) BANK ACCOUNT NO.

[illegible]

H) BANK ACCOUNT TYPE (TICK ONE)

SAVING	CURRENT	LOAN	CASH CREDIT	OTHERS
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1) IF OTHERS, SPECIFY

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5. PERMANENT ACCOUNT NO.

A	A	A	C	B	4	1	4	6	P
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6. EMAIL Address for intimation regarding release of payments.


[illegible]

IAWe hereby declares that the particulars given above are correct and complete. If the transaction is delayed or credit is not effected at all for reasons of incomplete or incorrect information, IAWe would not hold the Company responsible.

Our current account is a non operating account and meant for collection of cheques and DO's only. The day end balance is transferred to our controlled cash credit account maintained with CAG branch New Delhi. Therefore we cannot furnish any cancelled cheque.

DATE _____

2	1	/	0	5	/	2	0	1	8
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SIGNATURE

(AUTHORIZED SIGNATORY)

रोहित पण्डेय/Rohit Pandey
उप प्रबंधक/Dy. Manager
बी. एच. ई. एल. हर्य वाराणसी
BHEL HERP Varanasi
OFFICIAL STAMP

BANK CERTIFICATION

It is certified that above mentioned beneficiary holds a bank account No. 11103264820 with our branch and the Bank particulars mentioned above are correct.

DATE _____

2	3	0	5	2	0	1	8		
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3264820



SPECIAL AGENT IN CHARGE

SIGNATURE *S. J. [illegible]*

(AUTHORIZED SIGNATORY)

OFFICIAL STAMP

NO DEVIATION CERTIFICATE

To,
AGM (Prod., Maint & Mod.)
Bharat Heavy Electricals Ltd.
Tarna, Shivpur,
Varanasi

Sub: No deviation certificate for Tender against "Reconditioning work of Power Hack saw machine".

(Tender Notice No.- (HERP/MAINT./RC/2020-21/01))

Sir,

This is to inform you that we have not taken any deviation from any of the Special Terms and Conditions for the Reconditioning work of the Power Hack saw machine of the tender documents while quoting the rates. All terms & conditions mentioned in the Special Terms & conditions are acceptable to us.

Thanking you,

Yours Sincerely

Signature, seal and address of the party

Annexure - A

PRICE BID FOR RECONDITIONING OF POWER HACK SAW MACHINE

Tender Notice No. – HERP/MAINT./RC/2020-21/01,

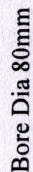
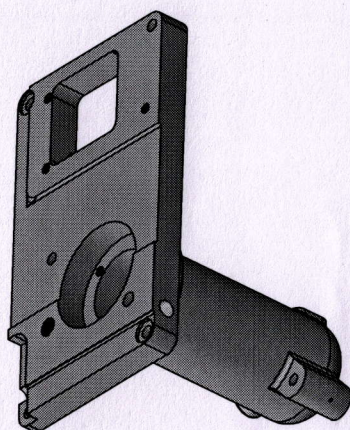
Sl. No.	Description	Qty. (In No.)	Rate	Amount
1.	Replacement of Cylinder unit and piston	01		
2.	Repairing work of Plunger pump and valve	01		
3.	Transportation charge one side			

Total =

Note: If any doubt is there in the tender document, pl. contact to undersigned.

Pradeep Kumar (Sr. Engineer –Maintenance)

Mobile no.09486430174

Hydraulic Unit A3

