



INVITATION TO TENDER

Ref: OPS/OS/SC/2019-20/62/078

Date: 06.12.2019

Sub: Testing of Power Presses in M/s. BHEL-HPVP, Visakhapatnam - 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	ESTIMATE VALUE In	EMD In	WORK COMPLETION PERIOD	LAST DATE FOR RECEIPT OF TENDER
01	Testing of Power Presses in M/s. BHEL-HPVP, Visakhapatnam.	39,240/-	Nil	45 Days	27.12.2019 up to 14.00 Hrs.

1.0 ELIGIBILITY CRITERIA

- Average annual turnover of the contractor during the last 3 years ending 31st March 2019 should be at least 30% of the estimated value. (i.e. 11,772/-)
- Tenderer should enclose PAN, GSTIN Registration certificate along their offer.
- The Contractor should have experience of completing similar works during last 7 years ending 30th November 2019 as given below:
 - Three similar completed works costing not less than the amount equal to 40% of the estimated value (i.e. 15,696/- each)
OR
 - Two similar completed works costing not less than the amount equal to 50% of the estimated value. (i.e. 19,620/- each)
OR
 - One similar completed work costing not less than the amount equal to 80% of the estimated value. (i.e. 31,392/-)

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

Note: Similar work means carrying out of works by testing of Safety Items services in State/ Central Govt. / undertakings or private firms.

- The party must be approved as **Competent Persons** by Director of Factories, Andhra Pradesh / Telangana on the date of opening of tender and copy of proof of document shall be enclosed by the bidder along with offer. Offers received without valid certificate shall not be considered.

Note: In case of award of Contract, if validity of the certificate for **Competent Persons** expires after due date for tender opening but before awarding of work; same shall be renewed within stipulated time. In case, the contractor fails to submit valid certificate for **Competent Persons** within 10 days of expiry of validity, forfeiture of EMD / Security Deposit and Risk Purchase action will be initiated with immediate effect.

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

2.0 SCOPE OF THE WORK:

The work shall be carried out as per scope of work (Annexure-I) and Schedule of Quantities.

3.0 LOCATION OF WORK:

- 3.1 The subject job is to be carried out inside factory premises of BHEL, Heavy Plates & Vessels Plant (HPVP), Visakhapatnam, Andhra Pradesh State.
- 3.2 The intending tenderers are advised to visit the work place, note down the entry procedures, safety requirements, work permit system etc. and satisfy themselves of all conditions prevailing there before submission of their tenders. Tenderers are requested go through all term& 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.

4.0 WORK COMPLETION PERIOD:

Work shall be completed within **45 days** from the date of intimation by Works Engineering Department.

5.0 INCOME TAX:

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

6.0 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%.

7.0 PAYMENT TERMS:

100 % payment will be made within **30 days** after completion of the job and submission of statutory certificates of equipments examined in the required form as per statute and submission of bill to Mechanical Maintenance department along with all relevant documents.

Note: All payment will be released through RTGS / NEFT only.

8.0 PRICE SCHEDULE, TAXES & DUTIES:

- a. Prices shall be quoted in 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, Applicable GST 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.

9.0 VALIDITY OF OFFER:

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

10.0 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.

11.0 GENERAL:**11.1 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.

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

11.3 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 their offers. For any clarifications required on this tender document, scope of work etc., the bidders shall depute their authorized representatives to BHEL-HPVP, Visakhapatnam with prior intimation during working hours from 09:00 AM to 04:00 PM.

11.4 Dy. Manager (Mech.Maint.) shall be the Engineer-in-charge for herein after referred to as such in the tender.

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

11.6 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 ĩ I |
| b) General Term & Conditions of Contract | : Annexure ĩ II |
| c) Acceptance to the tender terms & conditions | : Annexure ĩ III |
| d) Contractor Information | : Annexure ĩ IV |

PART - II: PRICE BID

- | | |
|---|----------------|
| e) Price Bid (Schedule of items and Bill of Quantities) | : Annexure ĩ V |
|---|----------------|

12.0 TENDER SUBMISSION:**12.1 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 by bidder
- (ii) Turnover for last 3 years certified by practicing auditor
- (iii) Experience Certificates in line with the tender eligibility criteria.
- (iv) Copy of PAN.

- (v) Copy of GST Registration Certificate.
- (vi) Copy of Competent Person Certificate.
- (vii) All other applicable documents as detailed in the tender.

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.

- 12.2 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 27.12.2019**.

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

Last date for receipt of tenders is **27.12.2019 up to 14.00 hrs**. BHEL-HPVP is not responsible for any postal or other delays in submission of offers.

- 12.3 Offers received in any other form will not be accepted.

- 12.4 Submission of an 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.

13.0 OPENING OF TENDERS:

Techno-commercial Bids will be opened on **27.12.2019 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 / 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,

N. Satish Kumar
Manager (OS) 06/12/2019

एन.सतीष कुमार/N SATISH KUMAR
प्रबन्धक (अउटसोर्सिंग) Manager (Outsourcing)
एचपीवीपी, बीएचईएल/HPVP-BHEL
विशाखपट्टणम/Visakhapatnam-530 012

SCOPE OF WORK**1. Schedule Of Quantity:**

Following are the presses to be tested

Sl. No.	Item Description	Capacity	No. of Items
1	Hydraulic power press	Up to 500 Ton	5
2	Hydraulic power press	Above 500 T to 1000 Ton	1
3	Hydraulic power press	Above 1000 T to 2000 Ton	1

2. Examination/Testing shall be done as per the factories Act 1948 and AP/Telangana factories Rules 1950 (Rule 53, Section 21(2)) by the competent person himself as per the statutory provisions and not by any of the representatives.
3. Copy of the certificate of competency from Director of Factories, Govt. of A.P. / Telangana (valid for at least 3 months from the date of offer), shall be enclosed by the party. Parties not possessing valid certificate (for at least 3 months from the date of offer) need not submit their offers.
4. Detailed scope of examination for the item to be examined/tested shall be clearly mentioned in the report.
5. The number/quantity of items mentioned above is tentative and is likely to increase or decrease. However, payment will be made for actual quantity inspected.
6. Equipment listed in the above table will be released for examination as per convenience of Production / Works Engg. Department so that production schedules are not affected, between 8.00 a.m. to 4.30 p.m. on week days only.
7. Transport facility will not be provided by BHEL.
8. Name plate containing details date of test and due date for testing, Agency name should be incorporated on the machine.
9. Statutory certificates of the equipment examined shall be issued in the required form as per statute.
10. Party must ensure the availability of PF/ESI certificates for working personnel. Usage of proper PPEs must be ensured at all times in the factory premises.

SIGNATURE OF TENDERER WITH SEAL

GENERAL TERMS & CONDITIONS OF CONTRACT

1. These conditions should be read in conjunction with general conditions of contract of BHEL, Visakhapatnam 530012
2. The contractor has to arrange his own tools and plants, it is not binding on BHEL, Visakhapatnam to arrange these on hire.
3. All tools, plants and materials brought inside the campus should be registered at the security gate while bringing inside. No gate pass will be given to take back the above on completion of work if the contractor fails to show the security department's certification that the material has been brought inside.
4. The quantities provided in the schedule are only provisional and may vary according to exigencies of work and no claim can be entertained on this score.
5. The contractor should follow the rules and regulations annexed with for employment of labour by contractors in BHEL, Visakhapatnam.
6. Tenderer have to pay GST as per the latest prevailing statutory rules from time to time as per annexure-GST.
7. The tenderer should satisfy all the statutory obligations required under statues of the Government from time to time.

8. 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

9. The contractor shall be responsible for any loss or damage caused to properties belonging to the company by any of the contractor's employees or staff by theft or otherwise and the contractor shall indemnify to the company the value of such properties on demand on that behalf.
10. The agreement / contract shall remain in force for a period of **2 Months** from the issue of Work order or unless determined earlier at the option of the company or happening of any of the circumstances mentioned below.
 - a. If the contractor fails or neglects to render the said services or any of them to the satisfaction of BHEL, Visakhapatnam or if the contractor commits breach of any of the rules and regulations.
 - b. If the business of the contractor is wound up or dissolved or if any receiver is appointed or attachment is levied in respect of any of his properties and assets.

The contract can be terminated with **15 days notice** in writing on either side without assigning any reason whatsoever.

11. Notwithstanding any contrary provision herein contained this agreement may be renewed at the option of the company for any further period on the same terms and conditions as herein contained except the rate mutually agreed on such renewal and on the exercise of such option of the company and contractor shall immediately enter into a renewed agreement with the company in writing.
12. The contractor shall get necessary insurance, if required under the statutory obligations, in respect of the said staff, materials and other personnel to be employed by the contractor at his own costs, in connection with his rendering of the aforesaid service to the company and shall comply with the provisions of Andhra Pradesh Shops & Establishment Act, Contract Labour (regulation & abolition) Act. Payment of wages Act, Minimum Wages Act, ESI Act, Employees

GENERAL TERMS & CONDITIONS OF CONTRACT**:: 2 ::**

provident Fund (Family Pension Fund) Act. 1972, Bonus Act if applicable to them and shall keep the company indemnified from all Act or omissions, faults, breaches and / or any claims, demands, liabilities, actions, proceedings, cost, charges, loss injuries, and expenses for which the company may be put or involved as a result of the contractor's failure to fulfill any of the obligations herein and / or statutes and / or any bye-laws or rules framed there under or any of them.

13. During the contract period, no reimbursements whatsoever will be made to the contractor over and above the rate quoted by the contractor and agreed to by the company for all the items.
14. The contractor shall be responsible to follow the various laws applicable to his workers such as contract labour (Regulations & Abolition) Act, Minimum Wages Act, Payment of Wages Act, Payment of Bonus Act, Provident fund Act, Employees State Insurance Act, etc. and the rules made there under from time to time.
15. Any dispute arising out of the contract will be referred to the Unit Head whose decision is final and binding on both the parties.
16. If incomplete tenders in the form is furnished or where total value is not entered, such tenders will be summarily rejected. Management reserves the right to accept or reject any or all the tenders or part thereof without assigning any reason whatsoever. No correspondence will be entertained when once the tenders are decided.

SIGNATURE OF TENDERER WITH SEAL

Ref: OPS/OS/SC/2019-20/62/078

Date: 06.12.2019

Sub: Testing of Power Presses in M/s. BHEL-HPVP, Visakhapatnam - 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 TENDERER WITH SEAL

Ref: OPS/OS/SC/2019-20/62/078

Date: 06.12.2019

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	

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:

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/ leviable on BHEL.

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

PART II

(PRICE BID)

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

NAME OF WORK: Testing of Power Presses in M/s. BHEL-HPVP, Visakhapatnam - Reg.

Tender Enquiry No: OPS/OS/SC/2019-20/62/078, Date: 06.12.2019

Schedule of Quantities & Rates (SOQR)

ITEM NO.	DESCRIPTION	Capacity	Qty. in Nos.	Unit Rate in	Amount in
1	Hydraulic power press	Up to 500 Ton	5	4,320	21,600
2	Hydraulic power press	Above 500 T to 1000 Ton	1	5,760	5,760
3	Hydraulic power press	Above 1000 T to 2000 Ton	1	7,200	7,200
4	Miscellaneous Charges (Boarding, Lodging etc.)	-	-	4,680	4,680
	Total amount in ₹				39,240
	Discount / Escalation offered by Bidder on above total amount in %				
	Total Offered amount after Discount / Escalation offered by Bidder in ₹				

Total Offered amount after Discount / Escalation in Words:

NOTE:

- 1) Tenderers are requested to visit the BHEL-HPVP 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 work, whether he inspects it or not, no claim shall be allowed.
- 2) The quantity indicated below is approximate and may vary on both sides subjected to the requirement. However, payment shall be made for the actual quantity only.
- 3) **The quoted rate shall be fixed & firm throughout the contract period. No cost escalation will be paid on any account throughout the contract period for any item.**
- 4) **L1 shall be evaluated based on quoted total price.**
- 5) **Offered discount / escalation will be considered for calculation of unit rate & total amount for each item**

SIGNATURE OF TENDERER WITH SEAL