



	<p align="center">BHARAT HEAVY ELECTRICALS LIMITED HIGH PRESSURE BOILER PLANT Tiruchirappalli – 620 014 WORKS CONTRACTS MANAGEMENT</p> <p align="center">Phone: 0431 – 257 8109, 1607; E-mail: kevin@bhel.in, gopalk@bhel.in Website : www.bhel.com</p>	<p align="center">AN ISO 9001 ISO 50001 COMPANY</p>
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NOTICE INVITING e-TENDER

Dear Sir/ Ma'am,

Subject: **Two Part e-Tender Inviting Techno-commercial and Price Bids** for AMC and Calibration of X-Ray Fluorescence Spectrometer in Coal Research Centre, BHEL -Trichy for Two years.

Please submit your competitive offer for the above subject work as per the conditions given in the WORK/RATE SCHEDULE and tender conditions enclosed along with the tender.

1.	Name of the vendor	M/s Thermo Fisher Scientific India Pvt.Ltd.,
2.	Scope of work	Scope of work and technical terms and conditions as per Techno-Commercial Part-I bid .
3.	Location of work	BHEL Trichy complex.
4.	Period of contract	Two years from date of commencement of work.
5.	Last date/ time for receipt of tender	10.00 AM on dt. 08.08.2019
6.	Date/ time of opening of Techno-commercial bids	10.30 AM on dt. 08.08.2019 Change in opening date, if any, will be intimated later.
8.	Date of price bid opening	The Date/ Time of Price Bid Opening will be intimated to the Techno-Commercial Qualified Tenderer separately.
9	Total EMD amount	Nil

Place:
Date:

Signature of Authorized Signatory
with seal & full address



- Should a tenderer find discrepancies or omissions in the tender documents, or should there be 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. No extension of time shall be given for submission of the tender on any account.
- Rates should be quoted as per the Work / Rate schedule (Price bid/Part –II). Rates quoted in any other form will not be accepted, and will be rejected.
- The tender must be signed separately and legibly by Partner/ Director of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the tender.
- If a tenderer deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, the BHEL will reject such tender at any stage.
- Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable for rejection.
- Should a Tenderer'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.
- The tender schedule, and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
- Tenderers shall sign each and every page of tender documents, and affix seal for having accepted the conditions.
- Tender can be cancelled at any stage due to unavoidable circumstances.
- Kindly ensure that the total size of the scanned documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.
- It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.
- The bidder has to upload the scanned copy of all the mentioned original documents (in colour) during online bid-submission.
- In case you are not in a position to submit the offer, please send letter suitably specifying the reasons thereof.

Thanking you,

For Bharat Heavy Electricals Limited

Kevin Ark Kumar

Dy.Manager / Works Contracts Management

First floor, 53 Building

B.H.E.L., Tiruchirappalli – 620 014, Tamilnadu

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TECHNICAL TERMS AND CONDITIONS OF THE CONTRACT

TECHNICAL DESCRIPTION OF EQUIPMENT

Name of equipment : X-Ray Fluorescence Spectrometer
Make : Thermo Fisher
Model : Thermo ARL OPTIM'X WD-XRF Spectrometer Serial No. 0271

DESCRIPTION OF SERVICES TO BE CARRIED OUT DURING PERIODICAL VISITS

- The maintenance services will consist of
 - i. Periodical maintenance and calibration (using certified standards) of testing equipment located at coal research Centre.
 - ii. General maintenance of the equipment & its accessories.
 - iii. Cleaning, lubrication and repair whatever the requirement during service.
 - iv. Electrical checks.
 - v. Inspection of hydraulic systems. Fixing oil leaks (if any) repair and replacement of damaged components etc.
 - vi. If any spares need to be replaced during the contract period, Vendor has to indicate the spares that may be required and BHEL shall arrange the same before next scheduled maintenance.
- Period of contract is two years
- No transportation charges, what so ever shall be paid by BHEL for any type of services.
- Equipment that cannot be fixed by the agency due to non-availability of spares or obsolete technology will be withdrawn from the maintenance contract. The decision of BHEL regarding non availability and obsolete technology will be final.

SCHEDULE OF VISITS:

Four AMC visits including breakdown visit per year. Total of 8 visits for two years. As regards the breakdown maintenance, service may be availed anytime during the contract period. Break down visit has to be made within 4 working days after receiving mail intimation from BHEL. Multiple visits to resolve the same issue will not be considered as separate breakdown visits as long as the required spares are made available. However, if any separate visit is made for replacing the spares intimated during the initial breakdown visit, it may be considered as separate breakdown visit. Agency should recommend the required spares during the preventive maintenance visit itself and not wait until breakdown visit.

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GENERAL TERMS AND CONDITIONS

1. If Company/ Firm/ Agency/ Vendor is not registered with PF and ESI (as applicable), they will have to comply with the statutory requirements within 30 days from award of contract, otherwise their bills will not be processed. The workmen of contractor should be covered under PF, ESI (if applicable).
2. The contractor shall have separate PF and ESI code, BHEL will not allow the contractor to remit the PF and ESI of his employees through codes of others.
3. If Company / Firm is not having valid labour License, they have to get registered immediately after award of contract, in case they are engaging more than 20 workers, and submit the same within 30 days from award of work failing to do so contract will be cancelled and BHEL will entrust the work to any other contractor at the risk and cost of the contract, and the contractor shall be liable to pay the extra expenditure.
4. Apart from furnishing the above details, self-attested copies of relevant documents/ certificates must be enclosed with the Technical Bid. If at any stage, the document(s) submitted by Contractor is/are found incorrect/false, the necessary action will be taken by BHEL against contractor.
5. Self-attested copy of remittance of PF (if applicable), ESI (if applicable) and GST has to be enclosed with each month bill.
6. CLARIFICATION REGARDING GST: In case any changes in taxes and duties as per Gov. Notification (including GST), the same shall be applicable from time to time.
7. At any stage, BHEL may ask for original documents and contractor has to submit the same.
8. If at any stage, the document(s) submitted by Contractor is/are found incorrect/ false, the necessary action will be taken by BHEL against contractor.
9. Safety precautions have to be ensured by the Contractor Depending on the work nature. Necessary work permit system and personal protective equipment's (PPE) such as gloves, helmet, spectacle goggles, safety shoes, safety belt etc. as applicable to Mechanical works should be adhered while carrying out the work.
10. All safety equipment's to the workmen, safety rules & regulations are to be followed as per BHEL's Safety Rules and Regulations.
11. An additional payment as per circular Ref. BHE: HR: W: EW dt: 08.04.2014 is to be paid to the contract workmen as below, over and above the minimum wages prescribed by the government of TamilNadu.
 - a. Unskilled : ₹ 3,200/- per month
 - b. Semiskilled : ₹ 3,700/- per month
 - c. Skilled : ₹ 4,100/- per month
 - d. Highly Skilled : ₹ 4,300/- per month
12. Bonus @ 8.33 % of total wage to be paid to workmen.
13. BHEL will no way be responsible for any loss of life or any injury caused to any of the contractors or their crew while executing the above work at BHEL premises.

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14. The contractor or his/her crew should handle the machinery and other equipment's entrusted to them by BHEL with utmost care and return them safely after execution of stipulated work. The cost of damage, repair due to improper handling of machinery and equipment will be recovered from the contractor.
15. Contractor shall supervise the work carried out by his/her employees.
16. Contractor shall ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
17. Contractor shall maintain appropriate records of his/her employees deployed to carry out the job(s).
18. Contractor will be responsible for the good conduct of his/her employees. In case of any misconduct/misbehavior by any employee, the contractor will replace such employee(s) immediately.
19. Contractor will ensure that the job is executed through his/her employees on and under no circumstances, the contractor will not deploy any casual employee to carry out the job nor shall subcontract the job without prior written permission.
20. In case, the contractor fails to make payment of wages to his/her employees or remittance of contribution to the concerned authorities, the security deposit, other dues/running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
21. The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
22. Contractor shall observe provisions of the Factories Act, 1948 in respect of working hours, holidays, rest intervals, leave and overtime to his/her employee. No work shall be done on second/third shift, overtime, Sundays or on other declared holidays without written permission.
23. BHEL reserves the right to cancel and terminate the contract at any time without assigning any reason.
24. The contractor should maintain a 'Work Diary' containing the details of work executed by him from time to time on Shift/Daily basis and obtain the signature from official concerned nominated for this/her purpose for having executed the work correctly and satisfactorily.
25. The proof of execution of work should be submitted along with each bill (printed form with covering letter and proof for execution of work).
26. The bill should be submitted within a week after execution of work.
27. Necessary gate entry pass will be issued by BHEL Security Department for Contract Workmen based on your application duly forwarded by the Contract Executing Department and approved by HR/Welfare/Contract Cell on fulfillment of the Statutory Obligation by the Contractor.
28. In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his/her employees from the establishment of BHEL. In case, contractor decides to terminate services of his/her employees, he should settle all terminal dues including retrenchment compensation.

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29. BHEL reserves the right to alter any of the terms & conditions of the contract and any such changes will be intimated to the contractor from time to time.
30. The rate quoted shall remain firm and valid for Entire contract period and no extra payment will be reimbursed to the contractor by BHEL.

TERMINATION OF CONTRACT AND PENALTY

31. If the services provided by the agency are not to the full satisfaction of BHEL, the maintenance contract may be terminated by BHEL and the charges shall be payable only up to the period, till which the agency has rendered satisfactory services. The decision of BHEL in this regard shall be final and binding on the agency.
32. In case of non-compliance with the contract, BHEL shall reserve the right to cancel /rescind/ revoke the contract and impose suitable penalty in proportion to damages.

PAYMENT TERMS AND CONDITION

33. The payment will be made after successful completion of each visit and submission of necessary documents.
34. The works should be completed satisfactorily and 3 copies of the original GST invoice. No escalation of prices shall be permitted on any ground.

IMPORTANT NOTE FOR GOODS AND SERVICE TAX:

35. At the time of bill passing, the Contractor Shall submit the copy of the remitted GST challan of previous month / Quarter as proof of GST remitted to tax authorities and also a Certificate Stating that "GST Collected from BHEL has been remitted to tax authorities".
36. For supplies after implementation of New GST Return System i.e. from 01/10/2019, the following conditions will apply and supplier shall fully comply to the below points.
 - i. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.
 - ii. Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) 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), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.

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- iii. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
- iv. Invoices will be processed only upon completion of statutory requirement and further subject to following:
 - a. Vendor declaring such invoice in Form GST ANX-1
 - b. Receipt of Goods or Services and Tax invoice by BHEL
- v. As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on despatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).
- vi. In case of discrepancy in the data uploaded by the 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 or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.
- vii. In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor
- viii. In case GST credit is denied to BHEL due to non-receipt or 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 claimed in the invoice shall be disallowed to the vendor.
- ix. Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.
- x. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.
- xi. GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.

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