



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
BOILER AUXILIARIES PLANT
RANIPET - 632 406, INDIA

Phone No: 04172-284141, 284143
FAX No: 04172-241202
E-mail: kumaraian@bhel.in
ramkid@bhel.in

MAINTENANCE & SERVICES DEPARTMENT

| INVITING TENDER | |
|--|---|
| Tender Notice No | 9721MS19027E, DT: 27.09.2019. |
| Name of work | Reconditioning of Refractory bricks of Furnace and Furnace Bogie (patch work) |
| Type of tender | Single tender. |
| Contract Period | One week |
| Earnest Money Deposit (EMD) Amount | Not Applicable. |
| Last date & Time for Receipt of the Tender | 04.10.2019 at 14:00 hrs. |
| Date of Opening | 04.10.2019 at 14:30 hrs or as soon as received. |
| <i>(Please obtain updated information from the website about the latest applicable dates & other changes if any in the tender contents)</i> | |
| Place of submission of Tender | Tender Box placed in M&S Office, BHEL – BAP. Ranipet – 632 406. |
| Address on the Sealed Tender Cover to be: | Deputy General Manager/Planning and Contracts M & S Department Boiler Auxiliaries Plant BHARAT HEAVY ELECTRICALS LIMITED Ranipet, Vellore- RANIPET – 632 406 Tamil Nadu. |
| Venue of the Tender Opening | M&S Conference hall |

M/s. ALI Refractories.
No.85, Emerald Nagar,
TCL Opposite,
Sipcot, Ranipet-632 403.

ISSUING OFFICER
ENGR / M&S PLG

SIGNATURE OF THE BIDDER
WITH SEAL AND ADDRESS

TENDER CONDITIONS

- 1) Tender must be submitted in a sealed covers and to address the DGM / M&S PLG, BHEL/BAP/RANIPET-632406, with full name and address of the tenderer and the name of the work being super scribed on the cover. Late offers & incomplete offers shall become liable for rejection.
- 2) In case of opening day falls on holiday or anything to be declared as a holiday, the receipt and opening of the tender shall automatically fall on the same timing of the next working day. You/your authorized Representative may participate in the tender opening
- 3) All entries in the tender documents either in printed or written format. Errors and over writings are not permitted. The tenderers concerned shall duly sign all cancellations and insertions. Tenderer shall sign in all sheets of tender documents.
- 4) In case the tenderer finds discrepancies or omissions in any of the tender document or doubt as to their meaning, he should at once address the authority inviting the tender, for clarification before tender opening.
- 5) The Techno commercial bid will be opened in the office of the SM / M&S PLG is on **04.10.2019** at 14:30 Hrs in the presence of such of those tenderers who choose to be present.
- 6) BHEL reserves the right to reject all the tenders without assigning any reasons
- 7) If a tenderer expires after the submission of the tender or after the acceptance of his tender, Bharat Heavy Electricals Limited, may at their discretion, cancel such tender. If a partner of a firm expires after the submission of the tender, or after the acceptance of the tender, Bharat Heavy Electricals Limited, may cancel such tender at their discretion, unless the firm retains its character.
- 8) Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
- 9) Tender document will be issued only to the concerned party or their authorized representative and to be submitted by the same party. This tender schedule is not transferable under any circumstances.
- 10) This tender shall reach to M&S Department on or before the specified scheduled date & time unless it will not be considered the same. BHEL is not liable for loss/damage/delay of the tender documents in transit.
- 11) The tenderer is requested to bear in mind the entire operations involved, and the conditions during currency of the contract, and request for rate revision of any kind will not be entertained.
- 12) The tenderer should go through the general conditions and other terms & conditions of the tender document thoroughly and the acknowledgement to be done by authorized person with signing at the bottom of the page.
- 13) If tenderer have to arises any question about the tender, they may please clarify it from M&S Department only in working days from 08.00 to 16.00 hrs with the under signed.
- 14) The **validity of the offer shall be 90 days** from the date of tender opening.
- 15) **Multiple Bids:**

The bidder in his own interest shall submit only one bid. If a bidder submits multiple bids, all the bids are liable for rejection. Bids shall be considered "Multiple" in the following circumstances:

 - a) Two bids by the same party.
 - b) If one bidder is the Affiliate of another bidder.

For the purpose of this clause "Affiliate" shall mean with respect to any Person, any other Person that, directly or indirectly, controls, is controlled by, or is under direct or indirect common control with, such Person, or is a director/ member / officer/ employee of such Person or of any Person who would otherwise qualify as an Affiliate of such Person pursuant to this definition; "Person" for the purposes of this definition shall mean any natural person, individual, corporation, limited partnership, co-operative, general partnership, joint stock company, joint venture, association, company, trust, bank, trust company, land trust, business trust, corporate body or other organization, whether or not a legal entity."

16) Fraud Prevention Policy:

The bidder along with its associate / collaborators / 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 fraud or suspected fraud as soon as it comes to their notice.

BHEL employees and their dependents are NOT eligible to submit their offer against this contract. Even if they submit out of ignorance the offer shall be disqualified

17) Suspension of Business Dealings:

The bidder along with its associate / collaborators / sub-vendors / consultants / service providers shall strictly adhere to "Guidelines for Suspension of Business Dealings with Suppliers/ Contractors" AA/MM/SB/01 Rev: 02, Dt.22.07.2016 displayed on BHEL website <http://www.bhel.com>. (http://www.bhel.com/vender_registration/pdf/Suspension_guidelines_adbridged.pdf)

18) SET OFF Clause: "BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the Contractor from any money due to the Contractor under this Contract or any other contract or from the Security Deposit furnished by the Contractor under this Contract or any other contract".

19) "Notwithstanding anything to the contrary, including, but not limited to, provisions relating to extension of time and compensation/or delay, time shall be the essence of the Contract."

20) Any other entry elsewhere (individual item rate, if any) in the Price bid by the bidder shall be treated as Null and Void.

GENERAL INSTRUCTIONS TO TENDERER

1. Any deviation in this tender, terms & conditions and schedules will lead to total rejection of the offer submitted. Belated/late offers and incomplete offers shall become liable for rejection.
2. Conditional tenders, tender containing absurd rates and amounts, tenders which are incomplete, otherwise considered defective, tenders not in accordance with the tender conditions are liable for rejection.
3. If tender is not submitted as per prescribed forms, it will be rejected.
4. While quoting the rates, the tenderer is advised to carefully take into account all factors including any fluctuations of whatsoever in the market conditions, working environment, housekeeping requirement, rates etc. No claim shall be entertained on this account after acceptance of the tender or during the currency of the contract.
5. M/s. Bharat Heavy Electricals Ltd, reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason therefore.
6. If tenderer have any doubts relevant to submit the offer, they are advised to clarify before submitting the quotation.

7. Rate should be quoted as per the work/rate schedule. If not, it will be rejected.
8. The tenderer should be present if called for clarifications/negotiation. In case, the tenderer's authorized person is attending the call, such person should have the due authorization letter and he should be capable of taking spot decisions.
9. In the event of awarding of work, the performance of the tenderer of contract will be monitored for all categories of work and BHEL reserves the right to initiate suitable action including suspension / foreclosure / termination of the contract.
10. BHEL reserves the right to accept or reject the lowest or any other tender or accept or reject any part of such tender without assigning any reasons therefor.
11. **Discrepancy in "words" & "Figures":**
 - a) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
 - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevailing subject of (a) and (b) above.
 - d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

GENERAL CONDITIONS OF CONTRACT

1. ARBITRATION: -

All disputes between the parties to the Contract, arising out of or relation to the Contract shall after written notice by either party to the Contract to the other party be referred. And that disputes will be resolved by an arbitrator nominated by the Unit Head of BHEL Ranipet.

- ii) The venue of Arbitration shall be Ranipet, Tamil Nadu. The arbitrator may hold meetings for convenience in such a place or places discretion.
- iii) The award of the Arbitrator shall be final, conclusive and binding on both parties to the Contract.
- iv) The Contractor shall, notwithstanding any disagreement, dispute, protest, request for arbitration, court or other proceedings, continue to perform the Services in accordance with the determinations, instructions and clarifications of BHEL.
 - a) Subject to the above, the appropriate court in Ranipet shall have the exclusive jurisdiction over any disputing arising out of or in connection with this Contract.

Time is the essence of contract and hence any delay in Execution of contract will attract penal action by BHEL by deduction of such amounts as may be fixed by BHEL as compensation for the delay of work. This is without prejudice to general conditions of contract mentioned elsewhere regarding deduction for taking alternative action / cancellation of contract.

2. The quantities mentioned in the tender are only tentative and approximate with variation upto 10%. No compensation will be paid in case of deviations in the mentioned quantities.

3. RISK PURCHASE CLAUSE:

i. In case of any neglect or refusal on the part of the Contractor to:

- * Commence the Contract, or
- * If in the opinion of BHEL, the Contract performed by the Contractor are not satisfactory, or
- * If the Contractor fails to carry out the Contract or as per instructions of the BHEL or officer authorized by it,

BHEL shall have the right to have the Work done by any means, including by engaging a new contractor, at the Contractor's sole risk and expenses.

The above shall be without prejudice to any other remedy that may be available to BHEL whether as per law, contract, equity or otherwise. iii) In the event, the cost of the work so done (as certified by BHEL which is final and conclusive) is less than the Contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the Contract, the Contractor shall either pay the excess amount ordered by BHEL or the same shall be recovered from the Contractor by other means

4. PAYMENT TERMS:

100% payment shall be made by BHEL after completion of repair and submission of service report against the invoices/bills (in Triplicate) duly certify by the user department. It will be made within reasonable time from the date of submission of bills along with all the enclosures as required by the BHEL. Payment through electronic fund transfer (EFT) / RTGS) only after deducting Bank charges.

5. **LD CLAUSE:** In-case of any delay to complete the service work more than contract period, the penalty will be attracted on pro – rata basis on service charges and will be recovered including holidays.

6. GST:

Registration & GST Rate

1. Bidder should indicate GSTIN No. (Copy of GST registration to be enclosed) and PAN No. (copy of PAN to be enclosed).
2. Tender will be considered/ accepted, if & only if the vendor has a valid GST Registration No.
3. Central Tax/ State Tax/ Integrated Tax/ Union Territory tax to be quoted as extra in %.
4. Bidders to ensure correct applicability of Central Tax/ State Tax/ Integrated Tax/ Union Territory tax based on the Inter / Intra state movement Supply of goods and provision services or both.

Invoicing & Payment

5. The Tax Invoice for supply of Goods & Services should be raised as per the provision of GST Act & Rules and must compulsorily mention the following: -
 - a. BHEL-RANIPET GSTIN: 33AAACB4146P2ZL
 - b. HSN Code or Service Accounting Code for supply of goods or services.
 - c. Name & address of supplier
 - d. GSTIN of Supplier
 - e. Consecutive Serial Number & date of issue
 - f. Description of goods or services
 - g. Total value of supply
 - h. Taxable value of supply
 - i. Tax Rate – Central Tax & State Tax or Integrated Tax, Cess

- j. Amount of Tax charged
 - k. Place of supply
 - l. Address of delivery if different from place of supply
 - m. Signature of authorized signatory
6. Reimbursement of GST to the vendor is contingent upon complying with the following condition by the service provider: -
- i. Uploading the onward GST Return (**GSTR-1**) in GSTN Network portal within the statutory time period.
 - ii. Discharging the GST tax liability to the Government.
 - iii. Submission of Tax Invoice to BHEL.
 - iv. Submission of proof of payment of GST to BHEL.
 - v. Availment of Input Tax Credit by BHEL.

Input Tax Credit

7. In case GST credit is delayed/ denied to BHEL, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline 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 levied/ leviable.
8. 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 & penalty levied/ leviable on BHEL.
9. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any incomplete work/service, 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).
10. For any such delay in availing of tax credit for reasons attributable to vendor (as mentioned above), interest as per the GST Act & Rules, 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.

Penalty for Non-compliance of GST Act

11. Penalty amount so determined along with GST if applicable thereon shall be recovered from the contractor.

Other Provision

12. Any reduction in rate of Tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices.
13. The agency should quote the applicable taxes and duties in the technical bid (part-A) as well as in price bid (Part-B).
14. All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST).
15. The Prices quoted above must be inclusive of all taxes and duties and exclusive of GST, which will be payable extra as per applicable rules and subject to Submission of documentary evidence.

16. If the Contractor is not registered for any statutory obligation and not liable there to, then a declaration shall be submitted along with offer that they are within the threshold limit.

The following details to be furnished by the bidder:

| S. No. | Details | To be filled by the bidder |
|---------------|---|-----------------------------------|
| 1 | GSTIN No. (Copy to be enclosed) | |
| 2 | PAN No (Copy to be enclosed) | |
| 3 | HSN Code & SAC Code (Copy to be enclosed) | |

SAFETY RULES

1. The Contractor must inspect the area of work to decide the safety precautions necessary for executing this contract.
2. Whenever people work at height more than six feet, platform shall be provided or the workers shall wear safety belt to avoid fall from the height.
3. Wherever any area declared as dangerous, the workers shall not be allowed to work till a written clearance is obtained from appropriate authorities.
4. No material of any kind shall be dropped or allowed to be dropped from any height.
5. Defective ladders shall not be used at all.
6. Inflammable materials shall not be stored near places where the sparks are likely to occur.
7. The necessary safety equipment is such as gloves, boots, helmets etc., must be issued to the workmen and strictly to be used while carrying out the work.
8. If the contractor workers found violating the safety precautions, punitive action will be taken by withholding a sum of Rs.500/- to Rs.1000/- from the contractor's bill for each violation.
9. The working area shall be kept clean and free from all obstructions.
10. All temporary electrical connections shall be properly earthed, insulated and periodically checked.
11. The contractor should arrange WORKMEN COMPENSATION/ INSURANCE POLICY covered for all his/her workmen. A copy of the policy has to be submitted before commencement of work.
12. All safety precautions are to be taken by the contractor at his cost.
13. These safety measures shall be deemed to form an integral part of the Work Order.

BILL OF QUANTITY**PRICE BID**

Name of work : Reconditioning of Refractory bricks of Furnace and Furnace Bogie (patch work)

Contract Period : One week.

Tender Notice : 9721MS19027E, DT: 27.09.2019.

| S. No | Description | Unit | Qty | Rate in Rs. | Amount in Rs |
|-------|---|------|-----|-------------|--------------|
| 01 | Charges for New bricks lining work and furnace three side wall patch up work after dismantling of bogie top layer, only outer 2 lines for bogie four side old bricks. | Set | 1 | | |
| 02 | Sub Total | | | | |
| 03 | Central Tax@_____ | | | | |
| 04 | State Tax@_____ | | | | |
| 05 | Integrated Tax@_____ | | | | |
| 06 | Union Territory@_____ | | | | |
| 07 | Total Amount | | | | |

Note:

1. Notwithstanding anything contrary to this, in the event of accident the contractor shall be required to fill injury report, submit the Engineer In-charge immediately, and ensure the compliance of ESI/Workmen's Compensation Act, Factories Act and Rules made there under. Contractor shall also maintain a register of accident as per the Act.
2. The contractor shall get the contract labor engaged by him insured under Workmen's Compensation Policy from General Insurance Corporation of India before actually starting the work of contract. The insurance coverage should be for the entire period of contract. The contractor shall comply with the provisions of the Workmen's Compensation Act 1923 (This should be read in connection with the provisions of ESI Act).

Liquid Damages:

LD will be deducted at rate of ½% of the particular BOQ value per week of delay or part thereof subject to the maximum of 10% of contract value.