Bharat Heavy Electricals Limited Heavy Plates & Vessels Plant Visakhapatnam – 530 012, Andhra Pradesh, INDIA.



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#### **INVITATION TO TENDER**

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Ref: OS/SC/2023-24/15/12 Date: 18.05.2023

Sub: Testing and Certification of Power Presses in M/s. BHEL-HPVP, Visakhapatnam - Reg.

## Tender is invited under Two bid system from competent bidders

SL. NO.	NAME OF THE WORK	EMD	COMPLETION PERIOD
01	Testing and Certification of Power Presses in M/s. BHEL-HPVP, Visakhapatnam as per scope of work	NIL	45 Days

## 1. ELIGIBILITY CRITERIA

- a) 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. Offers of Parties not possessing valid certificate (for at least 3 months from the date of offer) shall be liable for rejection.
- b) PAN, GSTIN, EPF & ESI registration copies to be submitted along with offer

## 2. SCOPE OF THE WORK

Work is to be carried out as per Scope of work (Annexure-I) and Schedule of Quantities & Rates.

#### 3. COMPLETION PERIOD:

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

Contract is valid for 3 months from date of work order.

#### 4. LOCATION OF WORK:

- 4.1 The subject job is to be carried out at premises of BHEL- Heavy Plates & Vessels Plant (HPVP)- Hospital, Visakhapatnam, Andhra Pradesh.
- 4.2 The intending tenderers are advised to visit the above 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.

## 5. EARNEST MONEY DEPOSIT:

**Not Applicable** 

## 6. 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.

## 7. 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%.

## 8. PAYMENT TERMS:

100 % payment will be made within **45 days for MSE/60 days for medium /90 days for Large Enterprises** 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.

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9. **SECURITY DEPOSIT**: Not Applicable.

#### **10. PRICE SCHEDULE:**

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 **GST**. However, GST as applicable shall be payable by contractor & the same will be reimbursed 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.
- **11. Dy. Manager (WE- MM**) shall be the Engineer-in-charge for herein after referred to as such in the tender.

## 12. VALIDITY OF OFFER:

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

#### 13. GENERAL:

## 13.1 <u>Bidder shall confirm their acceptance to all the terms & conditions of the tender enquiry.</u>

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.

- 13.2 BHEL reserves the right to modify or cancel or short close the tender at any stage at its discretion without assigning any reason thereof.
- 13.3 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.
- 13.4 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.
- 13.5 The following documents (enclosed) shall form part of the contract including this Notice Inviting Tender.

#### PART – I : TECHNO COMMERCIAL BID

a) Scope of Work
 b) Acceptance to the Tender Terms & Conditions
 c) Contractor Information
 d) Check List
 i. Annexure – III
 i. Annexure – IV

e) Service Level agreement & GTC of GeM: to be downloaded from GEM Portal

## PART – II: PRICE BID

f) Price Bid (Schedule of items and Bill of Quantities) : Annexure – V

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## 14. TENDER SUBMISSION:

#### The Bid shall be submitted in Two- Part. Through GeM portal.

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 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.

#### **15. 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.

## 16. FACTORY RULES & REGULATIONS:

The safety of the workmen and fulfilling employee state insurance and other statutory obligations Party shall abide by all the rules and regulations in force from time to time as per factory act. It shall be party's responsibility for ensuring.

## 17. SUB-LETTING:

In general, sub-letting of jobs will not be permitted. But in special circumstances, this may be allowed. In such case, the party should obtain written approval from BHEL-HPVP, Visakhapatnam before sub-letting.

## 18. 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 <a href="http://www.bhel.com">http://www.bhel.com</a> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice".

19. The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

20. REVERSE AUCTION: Not applicable

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ANNEXURE – I

Ref: OS/SC/2023-24/15/12 Date: 18.05.2023

## **SCOPE OF WORK**

## 1. SCHEDULE OF QUANTITY:

## Following are the presses to be tested

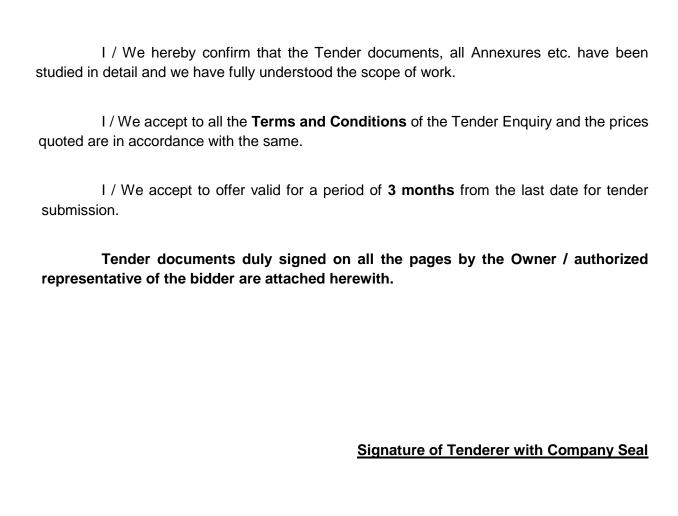
SI. No.	Item Description	em Description Capacity	
1	Hydraulic power press	Up to 500 Ton	5
2	Hydraulic power press	Above 500T to 1000 Ton	1
3	Hydraulic power press	Above 1000T to 2000 Ton	1

- 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.
- 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.
- 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's. Usage of proper PPEs must be ensured at all times in the factory premises.

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## **ACCEPTANCE TO TENDER TERMS & CONDITIONS**



Date: 18.05.2023

Ref: OS/SC/2023-24/15/12

# **CONTRACTOR INFORMATION**

SI.		
No.	Particulars	To be Filled by Bidder
01.	Name of the Contractor	
02.	Nature of Firm / Concern (Proprietor / Partnership / Pvt. Ltd. / Public Ltd.) <b>Note:</b> 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.	Mobile No.	
08.	E-mail ID	
09.	HSN / SAC Code	
10	GSTIN Registration Certificate	
11	PAN Number	
12	PF Registration No.	
13	ESI Registration No.	
14	MSE Registration no. / Valid Udyam	

**ANNEXURE- IV** 

Ref: OS/SC/2023-24/15/12 Date: 18.05.2023

# **CHECK LIST**

SI. No.	Particulars	Document Enclosed (Yes / No)	Document No
01.	Name of the Contractor (Company Registration Copy)		
02.	Tender Document Signed & Stamped		
03.	GSTIN Registration Certificate		
04.	PAN Number		
05.	PF Registration No.		
06.	ESI Registration No.		
07.	MSE Registration /Valid Udyam Registration certificate		

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

NAME & ADDRESS OF THE SUPPLIER /

O I	SUBCONTRACTOR	
02	VENDOR CODE ASSIGNED BY	
02	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	
80	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 enable	d for receiving RTGS and NEFT credits and we further confirm that
	signature of authorized signatory and the MICR and IFSC codes of e 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**

- 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 P0, 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/Warrantee 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.

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# (PART-II) PRICE BID

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

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

Tender Enquiry No.: OPS/OS/SC/2021-22/112/83, Date: 10.02.2022

## **SCHEDULE OF QUANTITIES & RATES (SOQR)**

SL. No	DESCRIPTION OF WORK	Capacity	Qty in No. A	Unit Rate ₹ B	TOTAL AMOUNT in ₹ C = A x B
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		
4	Miscellaneous Charges (Boarding Lodging etc.)		Lump sum		
5	Total Amount				₹
6	GST@% on Total amount at Sl. No:5				₹
7	Total Amount including GST (Sl. No: 5 + Sl. No:6) (Please enter this price only in GEM portal)			₹	

## **Total Amount in Words (with GST):**

#### Note:

- 1) The prices shall remain fixed and firm for an entire period of contract & No additional payment shall be made to contractor over and above the quoted price.
- 2) Total Price Quoted at SL.No:7 shall be considered for L1 evaluation.
- 3) GST as applicable shall be paid by contractor and same shall be reimbursed on submission of proof of payment.
- 4) The quantity indicated in the schedule is indicative only and may increase/ decrease but total value of contract will not exceed the awarded value, unless otherwise order is amended. However, payment shall be made for the actual quantities executed only.

**Signature of Tenderer with Company Seal**