



INVITATION TO TENDER

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Ref: OS/SC/2022-23/92/58

Date: 22.11.2022

Sub: Contract for hydrostatic pressure testing and refilling of CO₂ Fire Extinguisher of BHEL-HPVP, Visakhapatnam - Reg.

Tenders are invited from reputed and experienced vendors under **Single bid system** for the subject work.

SL. NO.	NAME OF THE WORK	EMD	CONTRACT PERIOD	LAST DATE FOR RECEIPT OF TENDER
01	Contract for hydrostatic pressure testing and refilling of CO ₂ Fire Extinguisher of BHEL-HPVP, Visakhapatnam	₹1,000/- *	One month	23.11.2022 up to 14.00 Hrs.

*** Micro & Small Enterprises (MSEs) are eligible for exemption of EMD as per clause no. 4**

1. SCOPE OF THE WORK

- Identified empty CO₂ cylinders are to be transported to vendor's work for repair (if any), hydrotest, and refilling of CO₂.
- Hydrostatic pressure testing is to be carried out as per latest standards and required certification is to be obtained from competent person and handed over to Engineer-in-Charge.
- Required CO₂ is to be filled as per required capacity given below:

Sl. No.	Capacity of CO ₂ Fire Extinguisher	Qty in Nos
1	2.0 KG	22
2	4.5 KG	26
3	7.0 KG	4
	Total	52

- In case of any damaged cylinder (failed in hydrostatic pressure testing) are to be returned to BHEL-HPVP, Visakhapatnam. Only hydrostatic pressure test charges will be applicable for these cylinders.
- Test date and due date for testing is to be clearly marked/engraved on each cylinder.
- All cylinders are to be handed over to Fire Department of BHEL-HPVP, Visakhapatnam after refilling.
- g) Transportation charges for carrying CO₂ cylinders from BHEL-HPVP, Visakhapatnam to vendor's work and back will be in vendor's scope.**
- Though not mentioned specifically, any activity which is required for completion of the work is deemed to be included in the scope of work of vendor

2. LOCATION OF WORK:

The subject work is to be carried out at vendor's works.

3. CONTRACT PERIOD:

Contract is valid for **ONE Month** from the date issue of work order or intimation by Engineer-in-charge, Safety department, whichever is later.

The Work is to be completed **within 15 days** from date of collection of cylinders from BHEL – HPVP, Visakhapatnam.

Cylinders are to be collected within one day from the date of intimation from Engineer-in-Charge.

4. EARNEST MONEY DEPOSIT:

- I. The tenderer shall submit EMD for **₹1,000/- (Rupees One Thousand only)** in the following forms:
 - a) Electronic Fund Transfer credited in BHEL account (before tender opening).
- II. EMD by the tenderer will be forfeited as per NIT conditions, if:
 - a) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
 - b) The contractor fails to deposit the required security deposit or commence the work within the period as per LOI/ Contract.
 - c) EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.
- III. EMD given by all unsuccessful tenderers shall be refunded normally within 15 days of award of work.
- IV. EMD shall not carry any interest.
- V. EMD of successful tenderer will be retained as part of Security Deposit.

Note: Micro & Small Enterprises (MSEs) are eligible for exemption of EMD as given below:

MSE suppliers can avail the intended benefits only if they submit valid UDYAM Registration / Udyog Aadhaar Registration Certificate for Micro / Small category for the above subject service along with the offer. Non-submission of such documents will lead to consideration of their bid at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents is not submitted before price bid opening.

5. INCOME TAX :

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

6. PAYMENT TERMS:

100% Bill payments will be arranged within **45 days for MSE (Micro/Small), 60 days for Medium Enterprise, 90 days for non-MSEs from the date of submission** of correct/ complete bill with all relevant documents to Safety department.

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

7. INCOME TAX :

Income tax will be deducted from the payment made to the contractor as per applicable GOI guidelines and TDS certificate will be issued to this effect.

8. 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%.

9. SECURITY DEPOSIT:

- A. Security deposit means the security provided by the contractor towards fulfilment of any obligations in terms of the provisions of the contract.
- B. The total amount of the security deposit will be **3% of the contract value**. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security deposit.

C. Modes of Deposit:

The balance amount to make up the required Security Deposit of **3%** of the contract value may be accepted in the following forms:

- a) Cash (as permissible under the extant Income Tax Act)
- b) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- c) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the companies act. The bank guarantee format should have the approval of BHEL.
- d) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the company's act (FDR should be in the name of the contractor, a/c BHEL.
- e) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

D. Collection of Security deposit:

At least 50% of the required security deposit, including the EMD, should be submitted before start of the work. Balance security deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the contractor till the total amount of the required security deposit is collected.

Security deposit shall be released to the contractor upon fulfilment of contractual obligations as per the terms of the contract.

Note: In case of (a) small value contracts not exceeding ₹20 Lakh or (b) SAS jobs, work can be started before the required Security Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit).

E. Refund of Security Deposit:

- i. The security deposit shall be refunded after successful completion of the Contract as per agreement and subject to deduction of any amount due to BHEL.
- ii. Security deposit shall not be refunded to the Contractor except in accordance with the terms of the Contract.
- iii. The successful tenderers shall furnish Security Deposit within 15 days from the date of Work Order / Letter of Intent. The Security Deposit shall be furnished by the successful tenderers before commencement of work by them.
- iv. The security deposit shall not carry any interest.

Note: Acceptance of Security Deposit against Sl. No. (d) and (e) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith).

F. Security Deposit / Bank Guarantee will be released after the maintenance period of 2 months or on closure of contract whichever is later.

G. Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate +6%) for the delayed period, shall be submitted by the bidder. Further if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT/ contract, from the bills along with due interest.

10. PRICE SCHEDULE:

- a) Prices shall be quoted in the price schedule attached for the complete scope of work.
- b) **The quoted prices shall be inclusive of all applicable taxes and duties except GST as applicable as on due date of tender submission.** 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 be 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) Bid should be free from correction, overwriting, using corrective fluid etc. Any interlineation, cutting erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection. All overwriting/cutting, etc. will be numbered by bid opening officials and announced during bid opening.
- i) All rates shall be quoted in the tender format only

11. LIQUIDATED DAMAGES / PENALTY:

In the event of any delay in completion of work or part thereof as per the contractual time schedule due to the reasons attributable to contractor, M/s. BHEL- HPVP shall have the right to impose Liquidated Damage at the rate of 0.5% of the contract value per week delay subject to a maximum of 10% of the contract value.

12. VALIDITY OF OFFER:

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

13. 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.

14. GENERAL:

14.1 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.

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

14.3 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.

For any clarifications required on this tender document, scope of work etc., the bidder shall depute their authorized representatives to HPVP, Visakhapatnam with prior intimation to get clarifications from concerned authorities.

14.4 BHEL-HPVP reserves the right for negotiation with the L1 bidder.

15. TENDER SUBMISSION:

15.1 The Bid shall be submitted in single part.

The Bid shall be sent by e-mail - only to pricebid-hpvp@bhel.in by mentioning the Tender Enq. No. as Subject along with the following documents:

- i) Earnest Money Deposit
- ii) All pages of NIT duly signed with Company seal.
- iii) Copy of GSTIN Registration Certificate.
- iv) Copy of PAN.
- v) Valid MSE registration copy if any (Udyam/ Udyog Aadhaar)
- vi) All other applicable documents as detailed in the tender

Note: All pages of tender documents and the various supporting documents enclosed by the bidder should be signed on all pages with seal.

15.2 The tender completed in all respects **shall be sent by email only latest by 14.00 Hrs. on 23.11.2022** to email address: pricebid-hpvp@bhel.in only:

Note:

- 1) Please do not mark any CC / BCC in email address. If done so, the system will not receive the offer and liable for rejection.
- 2) Attachment size limited to 20 MB only. Bidder can submit their offer in multiple emails within the due date by splitting the attachments if more than 20 MB.

Last date for receipt of tenders is **23.11.2022 up to 14.00 hrs.** BHEL-HPVP is not responsible for any delays in submission of offers.

Offers received in any other form will not be accepted.

15.3 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.

16. OPENING OF TENDERS:

The bids will be opened **on 23.11.2022 at 14.00 Hrs.** at Customer Cell, Adm. Building, BHEL- HPVP.

If bids are not accompanied by requisite Earnest Money Deposit / Valid relevant MSE (Micro/ Small) along with the Bid will not be considered.

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. 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.

Yours Faithfully,
For BHARAT HEAVY ELECTRICALS LIMITED,


(D Gowri Sankar)
Manager (OS)
D. GOWRI SANKAR
Manager (OS)
Bharat Heavy Electricals Ltd
HPVP, VSP-530 012

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

(PRICE BID)

NAME OF WORK: Contract for hydrostatic pressure testing and refilling of CO₂ Fire Extinguisher of BHEL-HPVP, Visakhapatnam - Reg.– Reg.

Tender Enquiry No: OS/SC/2022-23/92/58, **Date:** 22.11.2022

SCHEDULE OF QUANTITY & RATES (SOQR)

ITEM NO.	DESCRIPTION OF ITEM	UNIT	QTY	Rate in ₹	Amount in ₹
1	Repair (if any) and hydrostatic pressure test of CO ₂ Fire extinguishers (2.0 Kg -22 Nos, 4.5 Kg- 26 Nos, 7.0 Kg – 4 Nos)	Nos	52	600.00	31,200.00
2	Refilling of CO ₂ Fire Extinguisher, 2 Kg Capacity	Nos	22	220.00	4,840.00
3	Refilling of CO ₂ Fire Extinguisher, 4.5 Kg Capacity	Nos	26	395.00	10,270.00
4	Refilling of CO ₂ Fire Extinguisher, 4.5 Kg Capacity	Nos	4	550.00	2,200.00
6	Total Amount excluding GST				48,510.00
7	Discount / Increase offered by Bidder on above total amount in _____ %				₹ _____
8	Total Offered Amount after Discount / Increase offered by Bidder in ₹				₹ _____

Total Offered Amount in Words:

Notes :

- 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) **The quoted prices shall not include GST.** However, GST as applicable shall be paid by contractor and same shall be reimbursed on submission of proof of payment.
- 3) The quantity indicated in the schedule is indicative only and may increase/ decrease or be deleted 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.
- 4) **Discount/ increase offered by the bidder shall be applied pro-rata basis on each SOQR line item wise.**

SIGNATURE OF THE BIDDER WITH COMPANY SEAL

Ref: OS/SC/2022-23/92/58

Date: 22.11.2022

Sub: Contract for hydrostatic pressure testing and refilling of CO2 Fire Extinguisher of BHEL-HPVP,
Visakhapatnam - Reg.– 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 THE BIDDER WITH COMPANY SEAL

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.	Mobile No.	
08.	E-mail ID	
09.	PAN Number	
10.	GSTIN Registration No.	
11.	HSN / SAC Code	
12	Valid MSE registration Certificate (if any) Valid Udyam Registration certificate	

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.



(A MAHARATNA COMPANY)

BHARAT HEAVY ELECTRICALS LIMITED

Heavy Plates & Vessels Plant (A Govt. of India Enterprise)

VISAKHAPATNAM - 530 012

MANDATE FORM

OPTION TO RECEIVE E-PAYMENT THROUGH NEFT & RTGS

1. NAME :BHEL - HPVP
2. ADDRESS :NATHAYYA PALEM, VISAKHAPATNAM
3. PARTICULARS OF BANK ACCOUNT –
 - a. BANK NAME :STATE BANK OF INDIA
 - b. BRANCH NAME :BHPV Branch
 - c. BRANCH ADDRESS :BHPV POST, VISAKHAPATNAM
 - d. IFSC CODE :SBIN0001675
 - e. ACCOUNT NO. : 33276118389
 - f. WHETHER BRANCH IS NEFT ENABLED : YES
 - g. WHETHER BRANCH IS RTGS ENABLED : YES
4. E-MAIL ID FOR RECEIVING SYSTEM GENERATED PAYMENT ADVICE:
: rsprakash@bhel.in

I hereby declare that the particulars furnished above are correct

For Bharat Heavy Electricals Limited, Visakhapatnam,

(Authorised Signatory)

BANK CERTIFICATION:

This is to certify that the particulars furnished above are correct & complete as per our records.

Date:

- 3 JUL 2020

Bank Manager / Officer

Signature with Bank stamp and Name seal

K. SAMBA MURTY
Deputy Manager M-10461
Visakhapatnam - 1675, VSP