



BHARAT HEAVY ELECTRICALS LIMITED

BHEL ESTATE OFFICE

BHEL- TOWNSHIP, SECTOR-17

NOIDA, UP – 201301



TENDER DOCUMENT

FOR

**INSTALLATION, TESTING AND COMMISSIONING OF OXYGEN PIPELINE
IN ISOLATION WARD IN BHEL TOWNSHIP, SECTOR-17, NOIDA.**

NIT No. 03:AA:NOI:ADMN.:OP:112:2021-22

Dated: 26.05.2021

CONTENTS

- 1- Notice Inviting Single Tender (this is a Single Tender for M/s Diya Health Care only)
- 2- Annexures – I, II & III.

LAST DATE FOR SUBMISSION: 31.05.2021 at 15:00 Hrs.

DATE FOR OPENING OF TENDER: 31.05.2021 at 15:30 Hrs.



Omender Singh
ओमेन्दर सिंह
वरि. अभियंता (मा. सं.-टीएएक्स)
Omender Singh
Sr. Engineer (HR-TAX)
भारत हेवी इलेक्ट्रिकल्स लि., सम्पदा कार्यालय, सेक्टर-17, नोएडा
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Ltd.

सम्पदा कार्यालय, सैक्टर-17, नोएडा - 201301 (यू.पी.), भारत
BHEL Township: Estate Office, Sector-17, Noida-201 301 (UP) INDIA
फोन (Tel.)- 0120-3070956, फैक्स (Fax)- 0120-3070982

SINGLE - TENDER DOCUMENT

NIT No. 03:AA:NOI:ADMN.:OP:112:2021-22 Dated: 26.05.2021
Last date of Submission of Sealed Tender: 31.05.2021 at 1500 Hrs.
Date of opening of Tender: 31.05.2021 at 1530 Hrs.

To
M/s Diya Health Care,
1/4773, Street No. 09,
Balbeer Nagar Extension,
Shahdara, Delhi - 110032
Email id - diyahealthcare23@gmail.com

Subject : Installation, Testing and Commissioning of Oxygen Pipeline in Isolation Ward in BHEL Township, Sector-17, Noida.

Dear Sir,

We are pleased to invite your most competitive offer for Installation, Testing and Commissioning of Oxygen Pipeline in Isolation Ward in BHEL Township, Sector-17, Noida as per following terms & conditions and Price Format:

PRICE FORMAT

Sl. No.	Description of Items	Qty.	Rate (Rs)	Amount (Rs)	GST %	GST Amount (Rs)	Amount inclusive of GST (Rs.)
1	Copper Pipe 15 mm	200 Mtr.					
2	Copper Pipe 12 mm	32 Mtr.					
3	Isolation Valve 15 mm	06 Nos.					
4	Isolation Valve 12 mm	20 Mtr.					
5	Oxygen Outlet	16 Mtr.					
6	Alarm Single Gas	02 Nos.					
7	3 X 3 Manifold with NRV, Tail Pipe and With High Pressure Regulator.	01 Nos.					
8	Single manifold with high pressure regulator.	02 Nos.					
9	B.P.C. Flowmeter with Humidifier Bottle	16 Nos.					
10	Grand Total Amount inclusive of all (Rs)						
Grand Total Amount in words: Rupees							

Note: Please quote your rates inclusive of all including taxes on above item in BHEL Township, Sector-17, Noida.

A. INSTRUCTIONS FOR THE BIDDERS:

1. The offer shall be submitted as per the instructions of tender document. Only one set of tender document duly signed & stamped on each page shall be submitted as detailed further. Tenderer should note specifically that all pages of tender document, including the NIT page for this particular tender shall be submitted by them (after signing/ stamping on each page) as a part of their offer. In case of any clarification, bidder may contact this office.
2. Tender document are also available on BHEL web site (www.bhel.com) & on CPP Portal (<http://eprocure.gov.in/cppp/>) which can be downloaded and used as tender document for submitting the bid.
3. BHEL reserves the right to accept or reject any or all offers without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter.
4. 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.
5. The Tenderer should accept all terms & conditions of the tender unconditionally. Tenders with deviations from terms and conditions shall be rejected.
6. **Tenderers are requested to go through the scope of work, visit the site/location etc. and get fully acquainted with the work place and prevailing working conditions to get all their doubts clarified regarding the above services before submitting the offer.** Engineer-in-charge's decision will be full and final in the event of any doubt. Any queries regarding this tender may be clarified from Sr. Engineer (HR-TAX), on Telephone No. 0120- 3070956 / mobile No.- 8800957694 or e-mail : omender@bhel.in
7. The tenderer or their representative may attend the opening of bids if they desire to do so.

B. DOCUMENTS TO BE SUBMITTED ALONG WITH TENDER ENQUIRY

1. The Earnest Money Deposit (EMD) of **Rs 7,650.00** (*Rupees Seven Thousands Six Hundred Fifty Only*) only in the following forms in favour of BHEL, payable at New Delhi, must be submitted in a separate envelope: -
 - a) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
 - b) Electronic Fund Transfer credited in BHEL account (before tender opening)
 - c) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
 - d) Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Bidder, a/c BHEL).
2. Complete tender document in all respects duly signed & stamped on each and every page as a token of acceptance of all the terms and conditions of tender.
3. The Bidder must submit a declaration (enclosed at Annexure-I), that the bidder has not been suspended / blacklisted by any organization.
4. No deviation certificate as per Annexure-II must be signed and stamped.
5. Bidder must submit the bidder's details in the enclosed format Annexure-III.

C. GENERAL TERMS & CONDITIONS: -

- 1) Tenders received late /in open condition/ not meeting the tender condition / incomplete in any respect are likely to be rejected.
- 2) BHEL will not be responsible for the postal delay under any circumstances for non-receipt of Tenders by due date & time.
- 3) The offer of the bidders who are on the banned list and also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of the banned firms is available on BHEL web site www.bhel.com
- 4) The Tenderers are required to quote for the complete scope of work. Tenders for part of the work or incomplete in any respect are liable to be rejected.



- 5) Rates quoted by the bidder will be firm. No price variation and escalation due to increase in labour / material cost will be allowed.
- 6) The rates quoted by the bidder are deemed to be inclusive of all and any other incidental works required to complete the work and inclusive of all the taxes but excluding GST. The GST shall be quoted extra in the same price bid format.
- 7) The rate should be indicated both in words and figures. All entries in the Tenders must be written in ink or typewritten. Over-writing should be avoided. Corrections, if any, should be attested with signature by the bidder.
- 8) **OFFER VALIDITY:** Validity of offer will be **30 days** from the date of opening of the tender bid.
- 9) **EVALUTION CRITERIA:** Evaluation of bid will be on total cost to 'BHEL' (i.e. at Sl. No. 10 of above Price Format). The order will be placed on your offer subjected to the reasonability of rates.
- 10) **CORRECTION OF ARITHMETIC ERRORS:** Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:
 - a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the BHEL 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 shall be corrected.
 - 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.
 - 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 prevail subject to (a) and (b) above.
 - d) **In case, gross total price does not match with the total of item wise breakup, the highest price so calculated shall be considered for evaluation but in case of order, the same shall be placed at the lowest price**
 - e) If any bidder does not accept the correction of errors, their bids are liable to be disqualified.
- 11) **COMPLETION PERIOD:** The completion period will be **15 Days** from the date of award or the Start date as specified in the Work Order
- 12) **QUANTITY VARIATION:** The quantity of any item mentioned in the Price Format may vary $\pm 10\%$ during execution of work as per the direction of Engineer-in-charge.
- 13) **SUBLETING:** The Contractor shall not sublet, transfer or assign the full work or any part thereof to any other person/company/organization.
- 14) **TAXES AND DUTIES:**
 - a) Price shall be all inclusive, except GST. The amount towards GST shall be indicated separately as specified in the price format.
 - b) To enable BHEL to avail GST Input Tax Credit (ITC), vendor shall submit GST Complaint Tax Invoice containing all the particulars as stipulated under Invoice Rules of CGST Rules, 2017 as amended from time to time. Such invoice shall be submitted within prescribed time limit in the name of BHEL, Estate Office, Sector-17, Noida.
 - c) Vendor shall ensure strict compliance under GST Act & Rules so that Input Tax Credit is available to BHEL.
 - d) In case of any loss to BHEL on account of non-compliance by vendor, the same shall be to vendor's account. BHEL has a right to take necessary steps to protect its interest at the time of release of payment.
 - e) Any Statutory Changes as and when made applicable by the Government shall become applicable against documentary evidence.
 - f) While making the payment, statutory deductions as applicable, shall be made by BHEL. Payment to the vendor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act and GST as applicable, as amended from time to time and a certificate to this effect shall be provided to the vendor by BHEL.

15) PAYMENTS TERMS:

- a) Payment shall be made for the actual executed quantity of items.
- b) No advance payment or the payment for mobilization of work will be made to the contractor.
- c) All payment will be subject to deduction of taxes at source as per rules.
- d) Any tax incurred on purchase of materials by the contractor in respect of this contract shall be treated as included in the charges and BHEL will not entertain any additional claim whatsoever in this respect.
- e) Payment shall be made to contractor within 15 days from the date of submission of GST complaint Tax invoice as mentioned above and other terms & conditions mentioned in Clause above in Taxes & Duties after completion of work.
- f) The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
- g) **The bidder shall submit the bank details along with the cancelled cheque for NEFT/RTGS.**

16) LD/PENALTY FOR DELAY & QUALITY

- a) In case there is a delay attributable to contractor in completing the work in stipulated time i.e. **15 days** from the date of award of work or the Start date as specified in the Work Order, L.D./Penalty will be imposed @ $\frac{1}{2}$ % (i.e. 0.5 %) per week of delay. However, the total penalty due to delay will be up to maximum 10% of total contract value. LD/Penalty will be calculated on the total contract value.
 - b) If the quality of work is not satisfactory, BHEL reserves the right to impose the LD/Penalty up to maximum 10% of the contract value.
 - c) Tender LD/Penalty i.e. for delay as well as quality is to be considered in TOTO i.e. total LD shall be 20% of the contract value.
 - d) In case of LD/Penalty recovery, the applicable GST shall be recovered from the contractor.
- 17) No excuses like hindrance because of extreme weather conditions, non-availability of labour and material etc. will be entertained for not completing the work in time.
- 18) All necessary precautions with respect to safety at site and environmental aspects and their impacts shall have to be taken by the contractor for activities performed by his workers.
- 19) In case of any dispute, the decision taken by BHEL Management will be final and binding on the contractor.
- 20) No party shall be permitted to tender for work in BHEL in which any of their near relatives is an employee connected with the award and execution of the contract. They shall also intimate the names of persons who are working with them in any capacity or subsequently employed by them and who are near relatives of any employee of the BHEL. Any violation of this condition which comes to the Notice of the BHEL after the work is awarded will entitle the BHEL to treat the contractors as having committed a breach of contract and to exercise all the rights and remedies available to the BHEL on account thereof.

21) **GUARANTEE / MAINTENANCE PERIOD:** The work shall be guaranteed against any inferior quality/ workmanship. The guarantee / maintenance period will be for a period of 12 months/one year from the date of actual completion of contract. The full Security Deposit (SD) amount shall be retained for the guarantee/ maintenance period of 12 months. It shall be released after satisfactory carrying out all rectification/ repaired works as informed by the Engineer-in-charge. In case of not attending any rectification/ repairing work by the contractor, the rectification work will be carried out by any outside agency and recovery will be done from the contractor.

22) EARNEST MONEY DEPOSIT (EMD):

- a) The Earnest Money Deposit (EMD) of **Rs 7,650.00** (*Rupees Seven Thousands Six Hundred Fifty Only*) only in the following forms in favour of BHEL, payable at New Delhi, must be submitted in a separate envelope: -
 - i) Cash deposit as permissible under the extant Income Tax Act (before tender opening)



- ii) Electronic Fund Transfer credited in BHEL account (before tender opening)

Bank name	KOTAK MAHINDRA BANK
Address of Bank	G-F 3A-3J GROUND FLOOR, AMBA DEEP, 14 K.G.MARG, N.DELHI-1
IFSC	KKBK0000172
CA NO	9011196535
BANK ACCOUNT NAME	BHARAT HEAVY ELECTRICALS LTD

- iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)

- iv) Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Bidder, a/c BHEL)

- v) Earnest Money is to be paid by tenderer to ensure the tenderer does not refuse to execute the Job/ services after it is awarded to him.

- b) EMD of the tenderer will be forfeited if:

- c) 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.

- d) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.

- e) 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.

- f) EMD given by all unsuccessful tenderer shall be refunded normally within 15 days of acceptance of award of work by the successful tenderer.

- g) EMD shall not carry any interest.

- h) EMD of successful tenderer will be retained as part of Security Deposit.

23) **SECURITY DEPOSIT:**

- a) The total amount of Security Deposit will be **5 %** of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit. The security deposit should be collected before start of work by the contractor.

- i) Security deposit may be furnished in any one of the following forms:

- ii) Cash (as permissible under the Income Tax Act)

- iii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL

- iv) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL

- v) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)

- vi) Securities available from Indian Post offices such as National Saving 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)

- vii) At least 50% of the Security Deposit, including the EMD, should be collected before start of the work. Balance of the 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.

- b) The security deposit will be released only after satisfactory completion of Maintenance period as per clause no. 21 above.

- c) The Security Deposit shall not carry any interest.

- d) Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the contract and the contractor shall be liable to compensate BHEL for any losses incurred by BHEL. BHEL reserves the right to appropriate

any part / whole of the amount of the security deposit without prejudice to other claims against the contractor for losses suffered by BHEL due to failures on the part of the contractor, due to termination of contract or contractor becoming disqualified because of liquidation / insolvency. The decision of BHEL in respect of such losses, damages, charges, expenses or costs, shall be final and binding to the contractor.

- e) Bidder agrees to submit performance security required for execution of the contract within 5 working days. 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 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.
- 24) 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.
- 25) **RECOVERY FROM CONTRACTOR:** Whenever under the contract, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or the contractor shall pay the claim on demand without any terms & conditions.
- 26) **POST TECHNICAL AUDIT OF WORK AND BILLS:** BHEL reserves the right to carry out a post payment audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc. and to enforce recovery of any sums becoming due as a result thereof in the manner provided into the proceeding sub-paragraph provided however, that no such recovery shall be enforced after three years of passing the final bill.
- 27) **ARBITRATION / CONCILIATION:** In the event of any dispute arising between the parties hereafter referred as BHEL and Contractor in respect of or connected with this contract, General & Special terms & conditions of tender, then the same shall be referred to Arbitration and Arbitrator will be nominated by the Head of Administration of BHEL Corp. Office, New Delhi, whose decision shall be final and binding on both the parties. However, any differences or doubt pertaining to meaning/ interpretation of any phrase word used in terms or in the schedule of services, their nature and manner of rendering of such services shall be the excepted matter and be referred to the Head of Administration of BHEL Corp. Office, New Delhi, whose decision shall be the final and binding. The provisions of Arbitration and Conciliation Act, 1996 or any statutory modification and re-enactment thereof will apply to such arbitration provided however, in all matters the venue of proceedings will be Delhi and only Delhi or appropriate Courts will have jurisdiction over the same.
- 28) **RISK CLAUSE:** In case the contractor does not accept the work awarded to him or do not turn up after the award of work, BHEL shall have the right without any prejudice to get the work done through any other alternate agency at the risk and cost of Contractor. The additional cost including loss, if any incurred by BHEL will be recovered from the Contractor.

D. SPECIAL TERMS & CONDITIONS:

- 1) The Isolation ward consists for community center and 4 rooms of transit flats in BHEL Township, Sector-17, Noida.
- 2) The subject work is consisting of laying of oxygen pipeline along with its complete accessories as per Price Format i.e. manifold, alarm systems and valves etc. 12 nos. of outlet and 4 nos. of outlet will be installed in Community Center and 4 rooms of Transit flats, respectively.
- 3) The subject work shall be carried out up to the satisfaction of Engineer-in-charge. The work will be carried out as per BOQ enclosed and as per relevant IS codes for all the works. In case of any doubt regarding the specification and its quality of work, Engineer in Charge's clarification and decision will be final and binding on the contractor.

Joint

- 4) All materials, tools & tackles shall be arranged by the contractor. No materials shall be issued from BHEL.
- 5) Care of existing structure etc. will be responsibility of the contractor.
- 6) Any damage of other than specified' due to the negligence of contractor's worker, the recovery will be done from the contractor.
- 7) The security deposit will be released only after carrying out required maintenance if any, to the entire satisfaction of Engineer In-charge.
- 8) After completion of the work in a building the contractor will remove all unwanted material/ rubbish from the site with no extra claim.
- 9) The Source of Water and Power Supply will be given at one point. All other arrangements have to be arranged by Contractor.
- 10) **QUALITY OF MATERIALS:** All materials supplied by the contractor shall be new. They shall be such design, size and materials as given in BOQ and to satisfactorily function.
- 11) **WORKMANSHIP:** Good workmanship is an essential requirement to be complied with. The entire work shall conform to sound engineering practice. In case of bad workmanship re-work will be done by the contractor on no extra claim.
- 12) **SUPERVISION OF WORK:** The contractor will deploy sufficient numbers of Supervisors/ Engineers of appropriate qualification and experience to ensure proper execution of work. They will carry out instructions of Engineer-in-charge and other senior officers of BHEL during the progress of work.
- 13) Contractor to accept full and exclusive liability for the wages, Allowances, PF, ESI, for the workforce deployed by the contractor and other obligation referred under the law at present and any future taxes imposed by the Government / Local Bodies.
- 14) BHEL will have no liability whatsoever concerning the persons deployed by the contractor for the purpose. The contractor shall keep the Company indemnified against all losses or damages or liability arising out of or imposed in the course of employment of persons by the contractor.
- 15) In case of any objection from any statutory / local authority, the contractor has to liaison with them for smooth progress of work.

For & On behalf of "BHEL"


(Omender Singh)
Sr. Engineer (HR-TAX)

आमिन्दर सिंह
वरि. अभियंता (मा. सं.-टीएएक्स)
Omender Singh
Sr. Engineer (HR-TAX)
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Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida

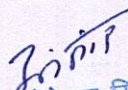

DECLARATION

I / We, do hereby declare that I/We have not been suspended / delisted / blacklisted by any other Govt. Ministry / Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication.

(Signature & seal of the contractor)

Place:

Date:



ओमेन्दर सिंह
वरि. अभियंता (मा. सं.-टीएएक्स)
Omender Singh
Sr. Engineer (HR-TAX)
भारत हेवी इलेक्ट्रिकल्स लि., सम्पदा कार्यालय, सेक्टर-17, नोएडा
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida

No Deviation Certificate

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of the above tender and there is no deviation in the terms & conditions of tender. We confirm that the offer submitted by is confirming to all the terms and conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender.

(Signature & seal of the contractor)



ओमेन्दर सिंह
वरि. अभियंता (मा. सं.-टीएएक्स)
Omender Singh
Sr. Engineer (HR-TAX)
भारत हेवी इलेक्ट्रिकल्स लि., सम्पदा कार्यालय, सेक्टर-17, नोएडा
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida

BIDDER'S DETAILS

Name of the Contractor /Party/ Firm	
Present status of Party, whether Individual/ HUF/ Partnership firm/ AOP/ Public Ltd. Company/ Private Ltd. Company	
Name of Representative	
Postal Address	
Phone/ Landline Nos.	
Mobile Nos.	
Fax No.	
E-Mail Address	
Web Site Address (If Any)	
Bank details for payment through NEFT/RTGS	Name of Bank: Branch: Account No.: IFSC No.: MICR No.:

Note: Submit a cancelled cheque for verification of above bank details.

(Signature & seal of the contractor)



ओमेन्दर सिंह
 वरि. अभियंता (मा. सं.-टीएएक्स)
Omender Singh
 Sr. Engineer (HR-TAX)
 भारत हेवी इलेक्ट्रिकल्स लि., समुदा कार्यालय, सेक्टर-17, नोएडा
 Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida