

**BHARAT HEAVY ELECTRICALS LIMITED**

**BHEL ESTATE OFFICE**

**BHEL- TOWNSHIP, SECTOR-17  
NOIDA, UP – 201301**



**TENDER DOCUMENT**

**FOR**

**SUPPLY, INSTALLATION AND COMMISSIONING OF MEDICAL OXYGEN  
GAS PIPELINE SYSTEM AT ISOLATION WARD IN  
BHEL TOWNSHIP, SECTOR-17, NOIDA.**

**NIT No. 10:AA:NOI:ADMN.:OP:112:2021-22**

**Dated: 08.09.2021**

**CONTENTS**

- 1- Notice Inviting Open Tender
- 2- Techno-Commercial Bid – Part A
- 3- Price Bid - Part B

**LAST DATE FOR SUBMISSION: 22.09.2021 at 16:00 Hrs.**

**DATE FOR OPENING OF TENDER: 22.09.2021 at 16:30 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

NIT No.: 10:AA:NOI:ADMN.:OP:112:2021-22 Dated: 08.09.2021

Page No. - 1 of 13





भारत हेवी इलेक्ट्रिकल्स लिमिटेड

**Bharat Heavy Electricals Ltd.**

सम्पदा कार्यालय, सेक्टर -17, नोएडा - 201301 (यू.पी.), भारत  
BHEL Township: Estate Office, Sector-17, Noida-201 301 (UP) INDIA  
मोबाईल/ Mobile.- 8800957694  
Email id:- omender@bhel.in

**NOTICE FOR INVITING OPEN TENDER**

Sealed tenders are invited in two part bid for the following Work in BHEL Township, Sector-17, Noida.

**Name of Work** : Supply, Installation and Commissioning of Medical Oxygen Gas Pipeline System at Isolation Ward in BHEL Township, Sector-17, Noida.

**NIT No.** : 10:AA:NOI:ADMN.:OP:112:2021-22 Dated: 08.09.2021

**Earnest Money** : Rs 5,000.00

**Tender Cost** : Nil

**DATE OF SUBMISSION & OPENING OF TENDER**

**Last date for submission of sealed tender at** : 22.09.2021 at 1600 Hrs.  
**Estate Office, BHEL Township, Sector-17, Noida**

**Date of opening the tender** : 22.09.2021 at 1630 Hrs.

**Venue for opening of Tender** : Estate Office, BHEL Township  
Sector-17, Noida

The Tender Document may be obtained from the Office of Sr. Engineer ( HR-TAX), Estate Office, Sector-17, Noida free of cost or may be downloaded from BHEL web site ( [www.bhel.com](http://www.bhel.com)) or from CPP portal (<http://eprocure.gov.in>). The sealed tender may be sent either by registered post/ Speed Post/ Courier Services or by hand in the Office of Sr. Engineer (HR-TAX), between 9.00 AM to 5.30 PM on any working day latest by 22.09.2021 at 4:00 PM. In case of any clarification the bidder can contact undersigned on Tel. No.-0120-3070956, mobile No.-8800957694 or at e-mail: omender@bhel.in.

For & On behalf of "BHEL"

*Omender Singh*

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

 **ओमेन्डर सिंह**  
वरि. अभियंता (मा. सं.-टीएक्स)  
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Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida



## **PART 'A' – TECHNO- COMMERCIAL BID**

### **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. Price shall not be mentioned by them anywhere in the techno-commercial portion of offer, except in the relevant price bid and submitted in separate sealed envelope. In case of any clarification, bidder may contact this office.
2. Tender documents are also available on BHEL web site ([www.bhel.com](http://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. 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.
4. Tender must be submitted in two parts, i.e., (i) Techno-Commercial Bid along with un-price bid (Annexure-I) and (ii) Price Bid. The tenderer must submit their tenders in three separate sealed envelopes prominently super scribed as 'EMD Deposit', Part – A 'Techno- commercial bid' and Part-B 'Price Bid' along with NIT No. & due date written on each of the envelope. These three separate envelopes shall together be kept in fourth envelop super scribed with name of Work, NIT No. & due date of opening.
5. Techno-commercial bid should contain all the documents in proof of Pre- qualifying criteria, signed tender document having NIT page, Instructions for tenderer, general conditions, Special Conditions, un-price bid, all the annexure duly filled & signed by the tenderer.
6. Price Bid should contain only the "Part-B, Price Bid Format" after quoting the rates as specified in the Price bid format.
7. Rate shall be quoted for each item inclusive of all taxes but exclusive of Goods and Service Tax (GST) which shall be quoted separately in same price bid format. Rates must be quoted in figures as well as in words.
8. On the date of opening of tender, only Techno-Commercial Bid shall alone be opened.
9. Date of opening of Price Bid and Reverse Auction will be intimated by telephone or e-mail separately to the Tenderers who qualify in the Techno-Commercial bid.
10. 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.
11. In case any typing error/other clerical errors is noticed by the tenderer, in the tender documents, the same must be pointed out and got clarified before submission of offer, or else, BHEL's interpretation shall prevail & shall be binding on the tenderer.
12. The Tenderer should accept all terms & conditions of the tender unconditionally. Tenders with deviations from terms and conditions shall be rejected.
13. In case any document required as per PQR is not submitted in techno-commercial bid (part-A) the party shall be asked to submit the same within 48 hours by email, etc. If the document(s) is/are not received within 48 hours the offer may be rejected.
14. **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 subject work 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](mailto:omender@bhel.in)



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



15. The tenderers or their representative may attend the opening of techno-commercial bid (Part-A) and the technically qualified tenderers or their representative may attend the opening of Price bid (Part B), if they so desire. The tenders (both the parts) shall be opened on schedule date & time even if the bidders or their representative are not present.

**B. PRE QUALIFYING CRITERIA:**

- a) The Earnest Money Deposit (EMD) of **Rs 5,000.00 (Rupees Five Thousands Only)** only in the following forms in favour of BHEL, payable at New Delhi, must be submitted in a separate envelope: -
- Cash deposit as permissible under the extant Income Tax Act (before tender opening)
  - Electronic Fund Transfer credited in BHEL account (before tender opening)
  - Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
  - 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).
- b) The bidder shall submit the 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.
- c) The bidder's average annual financial turnover should be **Rs. 0.75 Lakhs** or above for the last 03 financial Years (2017-18, 2018-19 & 2019-20 ending 31<sup>st</sup> Mar 2020).
- Self-attested copies of audited Balance Sheet, Profit & Loss Account along with copies of Income Tax return of last three financial years ending 31<sup>st</sup> Mar 2020 to be submitted along with bid.  
Or
  - The bidder shall submit certificate from CA showing turnover of last three financial years ending 31<sup>st</sup> Mar 2020.
- d) Self-attested copies of Work Orders/ Award letters/ Contract Agreement/ Completion Certificate in support of proof of experience for the works executed by the bidders during last 7 years ending on **31.08.2021**. The Work Orders/ Award Letters/ Contract Agreement/ Completion Certificate of similar work (**Similar work means supply and commissioning of medical gas pipe line system (MGPS) mentioned in the schedule of requirement executed by bidder to any Govt. organization/ Corporate Hospitals/ PSU hospitals etc.**) shall only be acceptable. The value of work experience should be as follows:
- Three similar jobs/ works costing not less than **Rs. 1.00 lakhs** each.  
or
  - Two similar jobs/ works costing not less than **Rs. 1.25 lakhs** each.  
or
  - One similar jobs/ works costing not less than **Rs. 2.00 lakh**.
- e) The Bidder Must Submit a declaration (enclosed at Annexure –II), that bidder has not been suspended / blacklisted by any organization.
- f) No deviation certificate as per Annexure –III (enclosed) must be signed and stamped.
- g) Bidder must submit the bidder's details in the enclosed format (Annexure-IV).
- h) **Bidders who have submitted their bids for NIT No. 05:AA:NOI:ADMN:OP:2021-22 dtd: 21.06.2021 may not submit their documents to meet the PQR of the tender again, if they wish to apply for this tender. However, they may submit any additional documents in support of PQR if they wish to do so. All other documents other than those required the fulfilling PQR of the tender shall be submitted by the bidder, like tender document (stamped and signed), price bids, annexures etc.**

**C. SPECIAL TERMS & CONDITIONS/ SCOPE OF WORK:**

- 1) The medical oxygen pipeline system will be setup in Isolation ward (consist of community center and transit flats) in BHEL Township, Sector-17, Noida. Provision of 12 (twelve) outlet



- points are to be made in Community center and 4 (four) outlet points at Transit Flats (2 on ground floor and 2 on first floor).
- 2) Site plan and system layout plan of MGSP work shall be prepared by the contractor.
  - 3) Making holes in the walls, removing false ceiling & placing back, if any etc. will be the responsibility of the contractor.
  - 4) **Installation & testing:** Installation of piping shall be carried out with utmost cleanliness. Only pipes, fitting and valves which have been degreased and brought in polythene sealed bags shall be used at site. Pipe fixing clamps shall be of nonferrous or non-deteriorating plastic suitable for the diameter of the pipe. All pipe joints shall be made using flux less brazing method. All joints should be made of copper to copper. Adequate supports shall be provided while laying pipelines to ensure that the pipes do not sag. The spacing of supports shall not exceed 1.5 meter for any size of pipe. Suitable sleeves shall be provided wherever pipes cross through wall/ slabs. All pipe clamps shall be non-reactive to copper.
  - 5) Test after erection, for working pressure for 48 hours.
  - 6) All pipes should be painted with two coats of synthetic enamel paint & colour codification as per relevant IS standards.
  - 7) End of the pipe shall be capped to accommodate future expansion.
  - 8) Heavy duty line regulator to produce optimum gas flow.
  - 9) Audio alarm for high and low pressure condition.
  - 10) Alarm test/ check/ mute facility needed.
  - 11) The flow meter body should be made of brass chrome plated materials.
  - 12) The flow tube and other components should be made of clear, impact resistant polycarbonate.
  - 13) The cylinders are to be placed on floor.
  - 14) All work should be done in neat and clean manner as per standards. In case the quality of work is not found satisfactory, rework shall be done as per instructions, without any extra cost to BHEL.

**D. 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](http://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 **60 days** from the date of opening of the techno-commercial bid.
- 9) **EVALUTION CRITERIA:** The criteria of evaluation of techno-commercial bids shall be on the basis of documents submitted by the tenderers. Evaluation of Price Bid will be done on overall L-1 rate inclusive of all including all taxes and duties (i.e. on Sl.No.-10 of Price Bid). BHEL shall finalize successful tenderer by conducting **online Reverse Auction**. Date of conduction of online Reverse Auction will be intimated, by post or e-mail separately to the



Tenderers who qualify in the Techno-Commercial bid, the decision of BHEL will be final in this regard.

- 10) **REVERSE AUCTION:** BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.

- 11) **CORRECTION OF ARITHMETIC ERRORS:** Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:

- 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.
- 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.
- 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.
- 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**
- If any bidder does not accept the correction of errors, their bids are liable to be disqualified.

- 12) **COMPLETION PERIOD:** The work completion period will be **14 Days** from the date of award of work.

- 13) **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.

- 14) **SUBLETING:** The Contractor shall not sublet, transfer or assign the full work or any part thereof to any other person/company/organization.

- 15) **TAXES AND DUTIES:**

- To enable BHEL to avail GST input tax credit, contractor shall submit GST compliant Tax invoice containing all the particulars as stipulated under invoice Rules of GST Law. Payment shall be made to the contractor only after submission of GST complaint Tax invoice. The successful bidder shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services.
- BHEL reserves the right to protect its interest against any loss on account of availability of GST credit.
- GSTIN of BHEL will be provided to the contractor along with the work order.
- Any new/ change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
- Payment to the contractor 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 & GST, as amended from time to time and a certificate to this effect shall be provided to the contractor by BHEL.
- Applicable GST shall also be recoverable from the contractor in case of LD recovery/ penalty on account of breach of terms of contract.
- Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTIN registration number, invoice number, quantity, rate,



value, taxes with nomenclature – CGST, SGST, IGST mentioned separately, HSN (Harmonized System of Nomenclature) Code/ SAC (Services Accounting Code) Code etc.

viii) The Contractor has to give an undertaking that GST as mentioned in the invoice has been/ will be paid and also file returns as per respective extant rule.

**16) PAYMENTS TERMS:**

- Payment shall be made for the actual executed quantity of items.
- No advance payment or the payment for mobilization of work will be made to the contractor.
- All payment will be subject to deduction of taxes at source as per rules.
- 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.
- Payment shall be made to contractor within 15 days from the date of submission of GST complaint Tax invoice as mentioned above and other relevant documents.
- The successful bidder shall submit the bank details along with the cancelled cheque for NEFT/RTGS.**

**17) LD/PENALTY FOR DELAY & QUALITY: -**

- In case there is a delay attributable to contractor in completing the work in stipulated time i.e. 14 days from the date of award of work or the Start date as specified in the Work Order, L.D./Delay Penalty will be imposed @  $\frac{1}{2}$  % (i.e. 0.5 %) per week of total contract value. 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.
  - In case of LD/Penalty recovery, the applicable GST shall be recovered from the contractor.
- 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.
  - 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.
  - In case of any dispute, the decision taken by BHEL Management will be final and binding on the contractor.
  - 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.

**22) EARNEST MONEY DEPOSIT (EMD):**

i. The Earnest Money Deposit (EMD) of **Rs 5,000.00 (Rupees Five Thousands Only)** only in the following forms in favour of BHEL, payable at New Delhi, must be submitted in a separate envelope: -

- Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- 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

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



ii. Earnest Money is to be paid by each tenderer to ensure the tenderer does not refuse to execute the Job/ services after it is awarded to him. **EMD deposited by the respective bidder against the tender NIT No. 05:AA:NOI:ADMN:OP:2021-22 dtd: 21.06.2021 shall be considered for the purpose of this tender, if the bidders request for the same in their offer submitted against this tender.**

iii. EMD of the tenderer will be forfeited 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.
- iv. EMD given by all unsuccessful tenderer shall be refunded normally within 15 days of acceptance of award of work by the successful tenderer.
- v. EMD shall not carry any interest.
- vi. 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.
- b) Security deposit may be furnished in any one of the following forms:
  - i) Cash (as permissible under the Income Tax Act)
  - ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
  - iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
  - iv) 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)
  - v) 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)

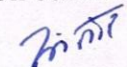
(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)
- vi) At least 50% of the Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit 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.
- c) The security deposit will be released only after completion of Warranty period of one year as per clause no. 25 below, from the date of actual completion of work.
- d) The Security Deposit shall not carry any interest.
- e) 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.

- f) 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) **COMPREHENSIVE WARRANTY:** The comprehensive warranty will remain valid for one year from the date of installation & commissioning of the system. The original copy of warranty documents will be submitted to the BHEL after installation.  
The warranty will cover all the parts of the machine or items and any replacement or repair required within the warranty period and will be provided by the supplier free of cost at the installation point. The contractor will take back the replaced parts/ goods at the time of their replacement. No claim whatsoever shall be on the purchaser for the replaced parts/ goods thereafter. No travelling allowances or transportation cost will be paid during the warranty period.
- 26) **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.
- 27) **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.
- 28) **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.
- 29) **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.

For & On behalf of "BHEL"

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

  
Omender Singh  
वरि. अभियंता (मा. सं.-टीएएक्स)  
Sr. Engineer (HR-TAX)

Bharat Heavy Electricals Ltd., Estate Office, New Delhi



## UN- PRICE BID

**Name of Work** : Supply, Installation and Commissioning of Medical Oxygen Gas Pipeline System at Isolation Ward in BHEL Township, Sector-17, Noida.

NIT No. : 10:AA:NOI:ADMN.:OP:112:2021-22 Dated: 08.09.2021

[illegible]

(Signature & seal of the contractor)


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



**DECLARATION**

I / We, do hereby declare that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner. Also 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.-टीएएस)  
**Omender Singh**  
Sr. Engineer (HR-TAX)  
भारत हेवी इलेक्ट्रिकल्स लि., सम्पदा कार्यालय, सेक्टर-17, नोएडा  
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida



ESTATE OFFICE: BHEL TOWNSHIP: NOIDA

NIT No.: 10:AA:NOI:ADMN.:OP:112:2021-22

Dated: 08.09.2021

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)

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



## PRICE BID – PART ‘B’

**Name of Work** : Supply, Installation and Commissioning of Medical Oxygen Gas Pipeline System at Isolation Ward in BHEL Township, Sector-17, Noida.

**NIT No.** : 10:AA:NOI:ADMN.:OP:112:2021-22 Dated: 08.09.2021

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



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

(Signature & seal of the contractor)