



**Corporate Office, BHEL House, Siri Fort, New Delhi**  
**Tele No. 011- 66337401 (Phone), 011-66337428 (Fax)**

Tender No.AA:GAX:MA:17:01  
Date: 18/01/2018

**Last date of submission of tender – By 14:30 Hrs. on 29/01/2018**  
**Due date for opening of tender – At 15:00 Hrs. on 29/01/2018**

**SUB: Open tender for laying of new PNG lines in BHEL office**  
**at Siri Fort, Khelgaon, New Delhi-49**

Bharat Heavy Electricals Ltd.(BHEL) is inviting sealed tender in two parts for laying of new PNG lines in BHEL office at Siri Fort, Khelgaon, New Delhi – 110049 as per details mentioned further in this NIT. The complete tender enquiry (NIT) with terms and conditions is available on BHEL web site (<http://www.bhel.com>) and C P portal for downloading. **The last date for submission of sealed tender is 29<sup>th</sup> Jan 2018 by 02.30 PM.** All eligible parties can participate in this tender. **For eligibility, please check PQR at P/2.**

“All corrigenda, addenda, amendments, time extension, clarifications etc. to the tender will be hosted on BHEL website (<http://www.bhel.com>) and C P portal only hence bidders are advised to visit the website(s) regularly to keep themselves updated”. For any clarification, please contact **Sh. Meena Thakran, Sr. Engr. (HR-GAX&ISMG), BHEL, Corporate Office, New Delhi. (Ph.-011-66337401, Mob.9654396575 & FAX : 011-66337428, E-mail: meenat@bhel.in).**

For & on behalf of BHEL

*Mthskush*  
18/01/2018  
(Meena Thakran)

Sr. Engr (HR-GAX&ISMG)

Phone no.: 011 – 66337401

Mob No - 9654396575

Fax: 011 - 66337428

E-mail: meenat@bhel.in

मीना ठाकरान / MEENA THAKRAN  
वरिष्ठ अभियंता / Senior Engineer  
कोर्पोरेट प्रशासन / Corporate Administration  
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Ltd.  
बी एच ई एल हाऊस, सीरी फोर्ट / BHEL House, Siri Fort  
नई दिल्ली-110049 / New Delhi-110049

I/We fully agree with the above terms & conditions

**Corporate Office, BHEL House, Siri Fort, New Delhi**  
**Tele No. 011- 66337401 (Phone), 011-66337428 (Fax)**

Tender No.AA:GAX:MA:17:01  
Date: 17/01/2018

**Last date of submission of tender – By 14:30 Hrs. on 29/01/2018**  
**Due date for opening of tender – At 15:00 Hrs. on 29/01/2018**

**SUB: Open tender for laying of new PNG lines in BHEL office**  
**at Siri Fort, Khelgaon, New Delhi-49**

BHEL has issued open tender enquiry in two parts for laying of new PNG lines in BHEL office at Siri Fort, Khelgaon, New Delhi 110049. All the eligible parties are requested to participate in the tender with their most economical bids in sealed envelope. **All the participating parties are requested to visit the site before submission of bid to understand actual working condition/location and clarify their doubts if any from the contact person.**

**Pre-Qualifying Requirements for the bidders:**

- 1.1 The bidder should have minimum average annual turnover of Rs.1,95,915/- in the last three financial years i.e. 2014-15, 2015-16 & 2016-17.
- 1.2 The bidder should have experience of similar work in the past during last 7 years ending on 31<sup>st</sup> Dec 2017. A copy of documentary evidence in this regard for similar nature of work executed/being currently executed are to be submitted as follows:
  - (a) Single work order of value not less than Rs.3,26,525/-
  - OR**
  - (b) Two separate work orders of value not less than Rs.1,63,500/- each

***Note: 'Similar works/jobs/services' mentioned in clause 1.2 above shall be related/refers to "Laying/installation of PNG lines in the office, Guest House, Transit Flats, Commercial buildings etc. of any Government Organisation/ PSUs/PSEs/Nationalised Banks, Public/Pvt. Limited Companies or any Private Companies.***

- 1.3 Self-attested copy of PAN, GSTIN.
- 1.4 **EMD of Rs.13,061/- strictly in the format mentioned in clause No.2.12 of this NIT.** MSEs shall be exempted from payment of earnest money provided, certificate of MSE is enclosed by the MSE party along with the Part-I bid. However, there is no exemption of security deposit submission.

**2. General terms & conditions of tender:**

- 2.1 The tender enquiry No. & due date must be legibly super scribed on the envelope.

*I/We fully agree with the above terms & conditions*

*Signature of the bidder with Seal*

*Atthakaran*

- 2.2 Tenders shall be received and opened at BHEL House, Siri Fort, New Delhi on the due date and time as mentioned above in the presence of finance representative and bidders or their authorized representatives who may like to be present.
- 2.3 Tenders shall be strictly in accordance with the tender specifications. Any deviation may lead to rejection of tender.
- 2.4 **The offers shall remain valid for 90 days' period from the due date of submission of tenders.**
- 2.5 BHEL shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any tender in part or full without assigning any reason whatsoever.
- 2.6 Tenders received after due date & time are liable to be rejected.
- 2.7 **The quantity of items in BOQ are approximate and it may vary by  $\pm 20\%$  as per requirement of BHEL at the same rates and terms & conditions of this contract and successful contractor will have to execute the same.**
- 2.8 Tender should be submitted along with covering letter of the tenderer and each page of the tender document must be stamped and duly signed by tenderer.
- 2.9 **Price quoted by the tenderers will be firm and no escalation on account of labour, material or any other reason whatsoever will be paid to the successful tenderer for execution of the above work however any change in taxes during the currency of contract will automatically form the part of contract upon submission of required documents in BHEL.**
- 2.10 **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. If any bidder does not accept the correction of errors, their bids will be disqualified.

2.11 The bidders are advised to physically visit the site and get fully acquainted themselves with work conditions before submission of bid. Please note that BHEL will not provide any ladders etc. for laying of PNG line so while quoting for the subject work, all such requirements must be considered.

2.12 **EMD: Each bidder, participating in the tender has to deposit an EMD of ₹13,061/- in any of the following forms:**

- 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);
- iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer), payable at New Delhi.

2.12.1 **EMD by the bidder will be forfeited, if:**

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

2.12.2 EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days from award of work.

2.12.3 EMD shall not carry any interest.

2.12.4 **Each tender shall be accompanied by separate envelope carrying EMD as mentioned above failing which the tender will be rejected.**

2.12.5 **Micro and Small Enterprises (MSE):**

- (a) Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer. *If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.*
- (b) MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either Udyog Aadhaar or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate.

*Nthakson*

- (c) Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not submitted along with offer. If the tender is to be submitted through e-procurement/tendering portal, then the above required documents are to be uploaded on the portal.
- (d) MSEs shall be exempted from payment of earnest money at the time of tender submission. However, there is no exemption of security deposit submission.
- (e) Participating MSEs quoting price within price band of L1+15 % shall be considered for award of complete scope of work by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. In case of more than one such MSE, MSE with lowest price shall be given the first option to match the L1 price. However, MSEs owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs shall be given the preference for matching the L1 price irrespective of their standing in comparative statement of MSE bidders within price band of L1+15 %.

2.13 **Security Deposit:** The total amount of Security Deposit will be 5% of the contract value. Upon acceptance of tender, the successful tenderer must submit the security deposit in any of the following forms:

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheque 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 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)

2.13.1 The security deposit shall not carry any interest. The security deposit will be refunded after 06 (six) months from the date of completion of the services or agreement after completing the all statutory liabilities in this regard.

2.13.2 EMD of successful tenderer can be converted into security deposit if desired by the bidder.

2.14 The bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL fraud

*I/We fully agree with the above terms & conditions*

Signature of the bidder with Seal

*Mthaklan*

prevention policy displayed on BHEL web site; <http://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.

2.15 **List of documents to be submitted along the bid:**

Following documents are required to be submitted along the bid:

- (i) Audited balance sheet & Profit Loss account for FY-2014-15, 2015-16 & 2016-17. In case audited Balance Sheet and Profit & Loss Account is not available, a certificate from CA, mentioning your turnover for above financial years can be produced along with the bid. In case any party submit the same for only one year, the mentioned turnover will be divided by 03 to derive required average annual turnover in preceding three financial years.
- (ii) Work orders as per clause No.1.2.
- (iii) Self-verified PAN and GSTIN.
- (iv) EMD as per clause No.2.12
- (v) Complete tender document
- (vi) No Deviation certificate
- (vii) Declaration

3 **Payment terms:**

- 3.1 Bill complete in all respect along with all the requisite documents will be paid within 20 days of receipt through NEFT subject to fulfilment of all statutory clause related to taxes etc. mentioned below.
- 3.2 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. Such invoice shall be submitted within prescribed time limit in the name of BHEL containing GSTIN No.07AAACB4146P6ZC.
- 3.3 Payment shall be made to contractor only after submission of GST complaint Tax invoice as mentioned above and other relevant documents. However, to protect BHEL's interest for GST input tax credit, the Contractor may submit Bank Guarantee of equivalent amount i.e. GST amount along with notional interest on GST credit for 2 months' period (presently rate of interest is @ 24% per annum i.e. 4% for 02 months) else GST amount plus 04% notional interest will be withheld from the bill
- 3.4 In case GST credit is delayed/denied to BHEL or subsequently recovered from BHEL due to non/delay in filing of GSTR-1 Return or delay in/non-payment of tax to Govt. by contractor or for any other reasons not attributable to BHEL, in such case any financial implication on BHEL on account of delay/loss/recovery

*Mthaksh*

from BHEL of such GST Credit along with interest levied/leviable on BHEL till the time GST credit is available to BHEL, shall be recovered from the contractor's running bill/ security deposit.

- 3.5 Irrespective of refund of GST Credit and interest thereon to BHEL by GST portal upon subsequent declaration of such invoice by contractor in his GSTR-1 for any period after due date of such return and/or payment of GST thereon by contractor on GST portal, the notional interest for delayed period of GST credit (i.e. delay for the period when GST credit is actually allowed and the period when GST credit should have been allowed had contractor declared such invoice in his GSTR-1 and paid tax thereon in the relevant month as per GST law) shall be recovered from contractor.
- 3.6 The contractor has to submit their GST registration certificate to BHEL Corporate Office, Siri Fort, New Delhi within 30 days from the acceptance of work order as per GST rules. GSTIN of BHEL will be provided to the contractor within 30 days from the placement of work order.
- 3.7 Any statutory changes as and when made applicable by the Government shall become applicable in this contract after submission of documentary evidence.
- 3.8 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.
- 3.9 Work order will be placed on the lowest bidder for the complete scope of work.
- 3.10 Penalty will be levied by BHEL as per clause No. 5.3 of this tender enquiry.
- 3.11 As per company policy, no advance will be given to bidders.
- 3.12 Final bill will be made on actual basis and payment will be made only after successful completion of work as per terms & conditions of work order.
- 4.0 **Evaluation criteria:** Evaluation of the tender will be done on overall cost to company but excluding GST. **The L1 bidder will be decided on the basis of Sl. No. 7 of Annexure-A1.** In the event of more than one bidder having identical lowest amount in aforesaid S.No.7 and there is a tie amongst the bidders, the respective bidders would be asked to submit their revised rates. This process would continue till the distinct L1 rate is arrived.
- 5.0 **Scope of work:**
- 5.1 The contractor has to lay new PNG lines up to kitchen/pantries at various floors in our office.
- 5.2 **The contractor has to arrange all the facilities on its own like ladders, Jhoola hammering machine for making holes in walls for entry of gas pipes and any other implements required for laying & fixing of gas lines.**

*Mthukhen*

- 5.3 All the items supplied/used by contractor must be strictly in line with IGL guidelines and specifications and whole work must be completed within eight (08) weeks' time from placement of work order else penalty @1/2% of the gross bill value for per day of delay, subject to a maximum of 10% of gross value will be levied and same will be deducted from the contractor's bill. In case of LD recovery, the applicable GST shall also be recoverable from the supplier.
- 5.4 The contractor has to lay and fix PNG lines with all the required fittings up to gas stove so as gas stoves can be connected directly with gas lines outlets, provided by the contractor.
- 5.5 Third Party Inspection is in the scope of contractor hence you have to submit the Material & work test certificates for internal pipelines, issued/signed by the PNGRB Authorized Inspectors then only, work will be considered completed.
- 5.6 The contractor will arrange painting of complete gas lines with IGL standard paint.
- 5.7 Safety and security of work force, employed by contractor will be sole responsibility of contractor.
- 5.8 PNG lines must be clamped at regular intervals not exceeding 4 feet.

**6.0 Validity of contract:**

This contract will be valid till the completion of subject work in all respect.

**7.0 Jurisdiction:**

- 7.1 Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract (including any arbitration in terms thereof) shall lie only in the court of competent civil jurisdiction in this behalf at Delhi (where this Contract has been signed on behalf of the CONTRACTOR) and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.
- 7.2 Both the Company and Contractor hereby agree that all differences / disputes/ interpretations arising out of or in connection with this Agreement shall be mutually discussed and settled failing which the same shall be referred to the arbitration of a sole Arbitrator to be appointed by the General Manager (HR) of the Company for a Speaking Award wherein the sole Arbitrator shall give reasons for his Award. The venue of arbitration shall be in New Delhi and the Arbitrator's decision shall be final and binding on both the parties.

*M. H. K. S. H.*

- 7.3 In case, while on duty and during the course of engagement in work premises of the Company under this Agreement, if any of your workforce meet (s) with any injury / indisposition due to accident or other natural calamities, the Contractor shall ensure that immediate and adequate medical aid viz., first -aid and subsequent treatment facilities are provided to the person(s) concerned free of cost without fail.
- 7.4 The Contractor shall also indemnify and compensate the Company for any liability incurred by the Company, if any, including costs incurred thereon. In that event the nominated officer of the Company shall be entitled to recover the amount so paid, from the contractor, including forfeiture of the Security Deposit; and, if the sum so payable and / the Security Deposit is less than the Company's claim, it shall be lawful for the Company to recover the balance amount as a debt from the Contractor.
- 7.5 The contractor shall comply with all the norms stipulated by IGL.
- 7.6 This Agreement shall be deemed to have become effective from the forenoon of date of award, with respect to our work premises covered under this Agreement and will remain in force until subject work is completed in all respect. However, this Agreement shall be liable for termination earlier by the Company at any time by giving a notice to the Contractor without assigning any reason therefore and without prejudice to the rights of the Company to recover any money becoming due under this Agreement. In such a case, the Contractor shall not be entitled to any compensation thereof. The Contractor can also terminate the contract with one-month notice.

**8.0 Procedure for submission of sealed tenders:**

8.1 The tender documents are to be submitted strictly as per follows:

- **1st sealed envelope** shall contain all the documents mentioned in clause No.8.2 below and should be super scribed as **Part-1 "Techno-commercial Bid"**
- **2<sup>nd</sup> sealed envelope** shall contain **quoted price bid** exactly as per **Annexure A1** and should be super scribed as **Part-2 "Price Bid"**
- **3rd sealed envelope** shall contain required amount of **EMD (₹ 13,061/-)** as per clause No.2.12 and should be super scribed as **EMD**.
- Now these three separate sealed envelopes 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> shall together be enclosed in **fourth sealed envelope** and this sealed cover shall be **super scribed as "Tender for laying & fixing of PNG lines in BHEL office" with due date as 29<sup>th</sup> Jan 2018.**

**Note:**

**(i) Tenders submitted without EMD are liable to be rejected.**

*I/We fully agree with the above terms & conditions*

*Signature of the bidder with Seal*

*M. H. K. K. K.*

**(ii) If the Part-2 "Price Bid" (Annexure-A1) is not received in the separate sealed envelope as described above, then the same shall be rejected and offer of such respective bidder(s) will not be evaluated further.**

**8.2** The bidders shall submit following documents in 1<sup>st</sup> sealed envelope as part of "Techno-commercial Bid":

- a) Turnover certificate as per clause No.2.15
- b) Documentary evidence for experience as per clause No.1.2
- c) Self-attested PAN and GSTIN copy
- d) No deviation certificate as per Annexure – A2
- e) Declaration as per Annexure- A3
- f) Personal Details as per Annexure- A4
- g) The complete tender enquiry signed and stamped on each page by tenderer
- h) Check list Annexure- A5
- i) EMD as per clause No.2.12

**8.3** The envelope No. 3 containing EMD will be opened first and after due verification of EMD, the envelope containing Part - 1 bid will be opened next and evaluated afterwards. Tenderers who qualify in Technical Bid (Part – 1) will only be considered for opening of Price Bid (Part–2). BHEL will finalize successful tenderer by **opening of sealed price bid**. Date of opening of sealed Price Bid will be intimated separately to the tenderers who qualify in the Techno-Commercial bid.

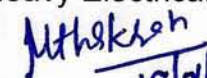
**8.4** Tenders with deviations from terms and conditions are likely to be rejected. BHEL decision in this regard should be final and binding on the bidder.

**8.5** Tenders incomplete in any respect are liable to be rejected. The tender(s) should reach the under signed on or before the due date and time mentioned above. BHEL will not be responsible for delay in receipt of tender(s), sent by post / courier. The tenders shall be opened on scheduled date and time at BHEL House, Siri Fort, New Delhi. Tenderers may provide their e-mail ID for faster communication in respect of the above.

**Contact person:**

Meena Thakran  
Sr. Engr (HR-GAX&ISMG)  
Bharat Heavy Electricals Limited  
BHEL House, Siri Fort, New Delhi – 110049.  
Phone No.: 011 – 66337401, Mob: 9654396575  
Fax: 011 – 66337428 , E-mail: meenat@bhel.in

For & on behalf of  
Bharat Heavy Electricals Ltd.

  
(Meena Thakran)  
Sr. Engr (HR-GAX&ISMG)

**Enclosures: As per clause No. 8.1 to 8.2**

*I/We fully agree with the above terms & conditions*

## Annexure-A1

Price Bid for laying of new PNG lines in BHEL office at Siri Fort, New Delhi-49				
Sl. No.	Description	Qty	Rate (Rs.)	Amount (Rs.)
1	1.5" dia Pipe of IGL specification IS1239 grade MS seamless pipe with all fittings like bend, Tee, reducer etc. IGL approved, required facilities for fixing of pipe as ladder etc. & labour charge	90 meters		
2	1" dia Pipe of IGL specification IS1239 grade MS seamless pipe with all fittings like bend, Tee, reducer etc. IGL approved, required facilities for fixing of pipe as ladder etc. & labour charge	474 meters		
3	Main valves 1.5" - IGL approved make	3 No.		
4	Main valves 1" - IGL approved make	14 No.		
5	Pick tail of 3/8" dia & length 5 ft for gas stove	30 No.		
6	TPIA charge for 03 meters(Rs.)	03 connections		
7	<b>Subtotal cost (Rs.)</b>			
8	<b>GST</b>			
9	<b>Total cost (Rs.)</b>			

Note: (i) Rates of pipelines should be inclusive of all fittings, labour charge, accessories required and painting of pipelines also.

(ii) All required facilities like ladders, Jhoolas etc. for laying & fixing of PNG lines will have to be arranged by successful contractor not by BHEL

(iii) All the materials will be strictly as per IGL approved specifications.

(iv) All bidders are requested to visit the site physically and get acquainted with actual site conditions & locations of pantries before submission of bid.

(Signature of bidder with seal)

*Mithaksh*

I/We fully agree with the above terms & conditions

**No Deviation Certificate**

This is to certify that our bid for supplying and fixing of new PNG lines in BHEL office has no deviation.

Date:

Authorized signatory  
(With sign. & stamp)

Prakash

*I/We fully agree with the above terms & conditions*

Annexure-A3

DECLARATION

We hereby declare that we have not been banned and de-listed by any PSU / Government Department / Financial Institution / Court . Also We have read and understood all the terms and conditions of this tender enquiry and agree in letter and spirit of tender enquiry.

Date:

Authorized signatory  
(With seal)


M. H. K. S. H.

*I/We fully agree with the above terms & conditions*

Personal Details

Sl. No.	Description	Details
1	Name of the Bidder	
2	Address of the bidder	
3	Contact Person's Name	
4	Cell No. of Contact Person	
5	Land Line No.	
6	FAX No.	
7	E-mail ID of the Bidder	
8	Website address if any	

Signature &amp; Seal of the Bidder



I/We fully agree with the above terms &amp; conditions

CHECK LIST

Sl.No.	Documents attached	Yes/No
1	Sealed Price bid	
2	No Deviation certificate	
3	Declaration	
4	Signed tender enquiry	
5	Personal details	
6	Turn over certificate as per clause No.2.15	
7	Work orders for experience certificate as per clause No.1.2	
8	EMD as per clause No.2.12	
9	Self-attested PAN and GST copy	

(Signature & Seal of the Bidder)

*M. S. K. S. H.*

I/We fully agree with the above terms & conditions

Signature of the bidder with Seal