



Bharat Heavy Electricals Limited
Heavy Electrical Equipment Plant, Haridwar-249403
Works Engineering & Services
Works Contract Section

Tender Document

Name of Work: "Hydro-testing of Oxygen cylinders as per schedule IV of Gas Cylinder rules 2016 from CCOE (PESO) approved Cylinder testing station".

Tender Enquiry No.: BHEL/HEEP/WEX-WCS/18-19/6240/20180065 Dt. 13.07.18

Due date of Tender Opening: 07.08.2018

Type of Bid: Two Part

Place of Submission of Tender / Bid:

***Tender Room, Purchase Deptt., 4th floor,
Main Administrative Building, HEEP
BHEL Haridwar-249403 (Uttarakhand)***

Contact Person: Manish Kumar, Dy.Manager

Contact Address: WCS, ADM-4, BHEL (HEEP), Haridwar-249403

Email: omanish@bhel.in, ppaul@bhel.in, azadd@bhel.in

Phone: 01334-28-1932/1332/1022

Fax: 01334-226460

Document downloaded from www.bhel.com/www.bhelhwr.co.in

Note: All corrigenda / addenda / amendments / time extensions / clarifications, etc. to the tender will be hosted on our website i.e. www.bhel.com/www.bhelhwr.co.in only and will not be published in any other media. Bidders should regularly visit above website to keep themselves updated.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Details of Tender Document

The Tender document has been detailed as follows:

Part-I (TECHNO-COMMERCIAL BID)

1. Notice Inviting Tender (NIT)
2. Details of Bid & Bidder (To be filled by bidder)
3. General Instructions to Tenderer
4. General Terms & Conditions of Tender
5. Pre-Qualification Requirements (PQR)
6. Special terms & conditions of Tenderer
7. Scope Of Work For Oxygen Cylinders Hydro-Testing
8. Un-price Price Bid
9. Check List
10. Annexure-X (MSME)
11. Acceptance/ No Deviation Certificate

Part-II (PRICE BID)

- 1 Price Bid

I/We agree with the above

Signature of Bidder/Contractor with Stamp



NOTICE FOR TENDER (NIT)

BHARAT HEAVY ELECTRICAL LIMITED
HEEP, Haridwar-249403 (UTTARAKHAND)

Name of Dept	Works Engineering & Services (Works Contract Section)		
Phone	01334-281932	Fax	01334-226460
Email Address	omanish@bhel.in, ppaul@bhel.in, azadd@bhel.in		
Contact Person	Manish Kumar		
NIT Key.	20180065	Dated	13.07.2018
NIT No.	BHEL/HEEP/WEX-WCS/18-19/6240/20180065 Dt. 13.07.18		
NIT No. on www.bhel.com			
NIT No. on www.bhelhwr.co.in			
Type Of Tender	Open		
#Tender Cost (in INR)	500 (Inclusive of Taxes) & NIL for tender downloaded from website		
EMD (in INR)	Rs.15000/-		
Period of completion of work	6 Months		
Two Part Bid /single bid	Two Part Bid		
NIT Value (in Rs.)	Rs. 750000 /- (GST extra as applicable)		
Last Date of Sale of Tender	06.08.2018	Time :	03:30PM
Last Date of submission of Tender	07.08.2018	Time :	01:45PM
* Date and Time for opening of Technical Bid	07.08.2018	Time :	02:00PM
Place Of submission of Tender	Tender Room, Purchase Deptt., 4th floor, Main Administrative Building, BHEL , HEEP, Haridwar-249403 (Uttarakhand)		

* In case of two part bid, date of opening of Tender means the date of opening of Techno-commercial bid. However date of opening of price bid shall be intimated to technically qualified parties. If the due date of tender opening happens to be a holiday, the tenders will be opened on the next working Tuesday/Friday.

Tender cost & EMD shall be submitted either in form of cash receipt issued by cash section, BHEL, HEEP, Haridwar (subject to provision of Income tax act) or Demand draft issued by any nationalised bank in favour of Sr. Accounts Officer (Cash), BHEL, HEEP, Haridwar separately in two different envelopes superscribed as Tender cost and EMD respectively. However Tender cost is non-refundable **Tender fee & EMD shall be exempted subject to submission of valid MSME/EM-II/NSIC Certificate (duly notarized or attested by a Gazetted officer) and Tender Fee shall be exempted for tender documents downloaded from website.**

Name of Work: “Hydro-testing of Oxygen cylinders as per schedule IV of Gas Cylinder rules 2016 from CCOE (PESO) approved Cylinder testing station”.

Contracting Executive Name: Manish Kumar

Date:

1. BHEL reserves the right to accept or reject any/ all application(s) without assigning any reason thereof.
2. If any document submitted by tenderer found false at any stage, the tender/ work order will be cancelled immediately and the financial loss to BHEL if any in making alternative arrangement will be recovered from the contractor.
3. BHEL will not be responsible for the loss or delay of tenders in transit in any case.
4. All further corrigenda, addenda, amendments, time extensions, clarifications & etc. to the tender, if any shall only be notified on BHEL websites (www.bhel.com / www.bhelhwr.co.in) as applicable.
5. For detailed instructions/information refer the tender document on BHEL website.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Details of Bid & Bidder (To be filled by bidder)

(a) Bidder Offer No.: _____ Date: _____

(b) Legal Name of the bidder as in GST registration: _____

(c) GST registration No. _____

(d) State _____

(e) Place of business _____

(f) Category of registration under GST (i.e. Registered dealer / Unregistered dealer/ dealer opted for Composition Scheme):

(g) Address of the Bidder: _____

(h) Contact No. of the Bidder: _____

I/We agree with the above

Signature of Bidder/Contractor with Stamp

General Instructions to Tenderer

The Contractors who wish to participate should **go through the Tender documents thoroughly** and plan well before quoting, to ensure that the Tender process is not aborted / vitiated, due to their reasons.

1.0 Quoting & Signing the Tender

- a. Before Quoting the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other relevant conditions, position of materials and labor. Tenderers are also requested to go through General -Terms & conditions, Special -Terms & conditions of tender, Scope of work, Technical Terms & Conditions, drawings and specifications and all other documents which form part of the agreement to be entered into.
- b. While quoting the rate, the tenderer is advised to take into account the likely expenditure, taxes what so ever, etc. during the operation of the Contract period from the date of commencement of work as directed by BHEL.
- c. While quoting the rates the tenderer is advised to take into account all factors including any fluctuations in market rates. No claim will be entertained on this account after acceptance of the tender or during the execution of the contract.
- d. All entries in Tender documents shall be clearly written in one ink or typed. All the corrections / cancellations / insertions, if any, shall be duly attested by the Bidders concerned.
- e. Rates should be quoted as per the Price Bid. Rates quoted in any other form will not be accepted and will be rejected.
 - a) If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser 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 corrected accordingly.
 - 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; and
 - 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 of e(a) and e(b) above.
 - d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- f. The Bidder shall fill in all the required particulars of the Tender documents and also sign & Stamp on each and every page of the Tender documents (Techno-Commercial Bid, Price Bids, Terms & Conditions etc.) including corrigendum & the drawing attached there to while submitting their tender.
- g. Should a Bidder find discrepancies or omissions in the Tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the Tender, for clarification well before the due date, so as to submit his Tender in time.
- h. Every endeavor is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk or any error which may be subsequently discovered and shall make no subsequent claim on account thereof.

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Name of work: Hydro-testing of Oxygen cylinders as per schedule IV of Gas Cylinder rules 2016 from CCOE (PESO) approved Cylinder testing station NIT No: BHEL/HEEP/WEX-WCS/18-19/6240/20180065 Dt. 13.07.18

- i. Tenders not in accordance with the Tender conditions herein contained and the Tenders not in original ARE LIABLE TO BE REJECTED
- j. If a Bidder deliberately gives wrong information in his Tender or creates conditions favorable for the acceptance of his Tender, BHEL WILL REJECT SUCH TENDER AT ANY STAGE.
- k. Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.
- l. Canvassing in any form, in connection with the Tender is strictly prohibited and such Tenders are bound to be rejected. All information furnished is taken to be authentic by the bidder for evaluation of Tender priorities. Should any information found to be incorrect subsequently, at any later stage, the Tender / Contract shall be rejected / terminated and the / action as per BHEL Policy, rules & prevailing Guidelines shall be taken.
- m. Should a Bidder's or a Contractor's or in the case of a firm or company of Contractors / any of its shareholder's or shareholder's relative is employed in BHEL Haridwar, the authority inviting the Tenders shall be informed in writing of this fact at the time of submission of the Tender, failing which the Tender may be disqualified, or if such fact subsequently comes to light, the Contract may be cancelled.
- n. The Tender schedule and the Tender shall be deemed to form an integral part of the Contract to be entered into for this work.
- o. Tenders are to be submitted in **Tender Room, Purchase Deptt., 4th floor , Main Administrative Building, BHEL, HEEP, Haridwar-249403 (Uttarakhand)** upto 01:45 PM on the date of tender opening. BHEL will not be responsible for any consequences that may arise leading to delay in submission of tender/bid.
- p. Late and Delayed Tenders shall be rejected.
- q. In case of Limited Tender Enquiry if you are not interested to submit the offer, please send a letter specifying the same.
- r. Price bid should not be enclosed along with the techno commercial bid and other documents in the same cover/envelope. The price bids have to be given category wise in a sealed cover and the entire lot of price bid sealed covers will have to be kept in a separate large cover, duly sealed.
ALL THE REQUIRED DOCUMENTS SHALL BE FILLED IN THE SAME SERIAL ORDER AS PER THE FORMAT / COLUMN OF THE “TECHNO-COMMERCIAL BID”. ALL THE PAGES SHALL BE SERIALY NUMBERED ON THE RIGHT HAND SIDE TOP CORNER. PAGE NUMBERS AND DETAILS OF THE CONCERNED DOCUMENTS ALSO SHALL BE FILLED IN “TECHNO- COMMERCIAL BID” IN THE BOXES PROVIDED. ALL THE PAGES OF TENDER DOCUMENTS ARE TO BE DULY SIGNED AND STAMPED BY THE BIDDER.
- s. All the envelopes shall be super-scribed with Name of work, NIT No. & Date of Tender Opening with the Name & Complete address of the bidder.
- t. The envelope Containing Price Bid shall additionally be super-scribed as “PRICE BID” and the envelope containing Techno-commercial bid shall be additionally super-scribed with “TECHNO-COMMERCIAL BID”
- u. Tender Fees & EMD or Proof related to exemption as required as per Terms & Conditions of Tender shall be kept in Techno-commercial bid envelope.
- v. ***The contractor must ink sign and stamp on each page of tender document including supporting documents submitted with tender.***
- w. The annual maintenance and service contract shall be governed as per the BHEL Works policy, Rules & General conditions of the contract.
- x. Bidders shall enclose the certificate of satisfactory performance, from previous customer in the Techno-Commercial Bid envelope, along-with the tender

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Name of work: Hydro-testing of Oxygen cylinders as per schedule IV of Gas Cylinder rules 2016 from CCOE (PESO) approved Cylinder testing station **NIT No:** BHEL/HEEP/WEX-WCS/18-19/6240/20180065 Dt. 13.07.18 documents in support of their claim of having minimum experience of similar works.

- y. Vendor shall ensure meeting all statutory obligations as applicable during the contract period.
- z. Deviation from any of the specified requirements should be clearly brought out on a separate sheet titled as deviation. In case of no deviation a "**NO DEVIATION STATEMENT**" shall be submitted with the tender (Techno-commercial offer).

2.0 Signing the Tender

- a. The Tender shall be signed by the Authorized Signatory Only.
- b. Authorized signatory shall be the Proprietor.
- c. In case the Bidder is a Partnership Firm under Partnership Act, the Tender shall be signed by all the Partners of the firm or by Partner having authority to sign on behalf of all other partners. Copy of the authority should be enclosed.
- d. In case the Bidder is a company, authorized signatory of the company. Copy of the authority will have to be enclosed.
- e. In case of Power of Attorney (POA).A copy of the Power of Attorney, duly attested by the issuer shall accompany the tender.
- f. If the POA is revoked during the existence of the contract, it shall be the responsibility of the of the issuer to inform the same to BHEL. The issuer shall remain bound by the acts committed under the POA till the date of such information to BHEL.

3.0 Date / Time for opening of Tender

- a. Sealed covers so received will be opened at **Tender Room, Purchase Deptt., 4th floor , Main Administrative Building, BHEL, HEEP, Haridwar-249403 (Uttarakhand)** at 02:00 PM on the same day of due date of tender submission as per NIT (Notice inviting Tender) in the presence of the Bidders or their Authorised Representatives who may choose to witness the same.
- b. The Techno Commercial bids only will be opened in case of two part bid.
- c. In case of two part bid, **The Price BIDS** of bidders, who are technically qualified will be opened later. The date & time of price bid opening will be informed to the technically qualified Bidders.

4.0 Witnessing the Tender opening

- a. The representative of the Bidder may choose to witness the Tender opening and have to produce the Authorization Letter in the tender room, before opening of the Tender. The representatives without Authorization Letter will not be allowed to participate in the Tender opening.
- b. Only one representative from one bidder will be allowed to participate in the Tender opening.

5.0 Quoting

- a. Quoting best rate and the sanctity of the L1 status.
- b. Quoting the lowest best rate is a must against this Tender. However, bidders are required to understand that the lowest rate offered by them or accepted by them, as the case may be, should be honoured throughout the period of the Contract.

6.0 Participation

The Parties who have been suspended or black listed or banned by BHEL HEEP, Haridwar or any other BHEL Unit will not be allowed to participate in **the Tender** and the bidder should declare the same in the Tender. Even during the course of

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evaluation / finalization of Tender if it is found that some of the parties are black listed / barred from business transactions / under business hold, BHEL will reject their offer.

7.0 Validity of Offers:

The rates quoted shall be valid for acceptance for a minimum period of 120 days from the date of tender opening. Withdrawal of Tender or increasing the rates during this validity period is not allowed. Date of tender opening shall be date of opening of Techno-commercial bid.

8.0 Address for sending the offer:

The offer should be sent to address as below well in advance so that it reaches before or on due date and time through registered post or in person.

In charge, Tender Room, Purchase Deptt., 4th floor, Main Administrative Building, BHEL, HEEP, Haridwar-249403 (Uttarakhand).

Note:

- 1. In case of any ambiguity between any clause of “General Terms & Conditions” and “Special Terms & Conditions, Scope of Work, Technical Terms & Conditions and Bill of Quantity” the clause of “Special Terms & Conditions, Scope of Work, Technical Terms & Conditions and Bill of Quantity” shall prevail.**

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Signature of Bidder/Contractor with Stamp

General Terms & Conditions of Tender

1. Definitions

In these general conditions of contract the following terms shall have the meaning hereby assigned to them except where the context otherwise requires:-

- (a) "**THE CONTRACT**" shall mean the notice inviting the tender and acceptance thereof and the formal agreement if any, executed between the Bharat Heavy Electricals Ltd., Heavy Electrical Equipment Plant, Haridwar and the contractor together with the documents referred to there in including these conditions, and any special conditions, specifications, designs, drawings etc. All these documents taken shall be deemed to form one contract and shall be complementary to one another.
- (b) The "**TENDER DOCUMENT**" means the form of tender as applicable with General and Special Conditions of contract, and the specifications and/or drawings as given to contractors for the purpose of preparing their tender including "Notice Inviting Tender".
- (c) The "**WORK**" means the work described in the tender documents in individual work order and/ or accompanying drawings and specifications as may be issued from time to time to the contractor by the Engineer-In-Charge in writing the power conferred upon them, including all modifications or additional works and obligations to be carried out either at the site or in factory, workshop or any other place as may be essentially required for the performance of the work.
- (d) The "**SITE**" means the land and/ or other place on into or through which the work is to be executed under the contract or any adjacent land, part or structure which may be allotted to or used for the purpose of carrying out the contract.
- (e) The "**CONTRACTOR**" shall mean the individual of firm or company whether incorporated or not, undertaking the work and shall include legal representatives of such individual or persons composing such firm or incorporated company or successors of such person, firms or company as the case may be and permitted assignee of such individual or firm or company.
- (f) The abbreviations" Engr/Sr. Engineer / Dy.Mgr/ Mgr./ Sr.Mgr/ DGM/ Sr.DGM" means Engineer/ Senior Engineer/ Deputy Manager/ Manager/ Senior Manager/ Deputy General Manager/ Sr.Dy.General Manager respectively who will direct the contract.
- (g) The "**ENGINEER-IN-CHARGE**" means the Engineer/ Sr.Engineer or any other executive deputed by BHEL to supervise the work or part of the work on behalf of the First Party.
- (h) Accepting authority: As per BHEL Delegation of Power
- (i) "APPROVED" means the approval of directions of the Engineer/ Sr.Engineer or any other executive or person deputed by them for the particular purpose.

BHEL means the Bharat Heavy Electricals Limited/ HEEP plant of the said Company at Ranipur, Hardwar.

- (j) The "**CONTRACT SUM**" means the sum accepted or the sum calculated in accordance with the prices accepted in tender and/ or the Contract rate as applicable to the contractor for the entire execution and full completion of the work.
- (k) The "**FINAL SUM**" means the actual amount payable under the contract by BHEL to the contractor for the entire execution and full completion of the work.
- (l) The "**TIME OF COMPLETION**" is the date or dates for completion of the work or any part of the work as set out in or ascertained in accordance with the individual work or the tender documents or any subsequent amendments thereto.

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- (m) A "**WEEK**" means seven days without regard to the number of hours worked in any day in that week.
- (n) A "**DAY**" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- (o) A "**WORK DAY**" means day other than that prescribed by the Negotiable Instruments Act, as being a holiday and consists of the number of hours of labour as commonly recognized by good employers in the trade, in the district where the work is carried out or as laid in the BHEL Rules and Regulations.
- (p) "**DEVIATION ORDER**" means any order given by the Engineer-In-Charge to effect an alteration, addition or deduction, which does not radically affect the scope and nature of the contract.
- (q) "**EMERGENCY WORK**" means any urgent measures which in the opinion of the Engineer-In-Charge become necessary during the progress of the work to obviate any risk of accident or failure or which become necessary for security.
- (r) "**PROVISIONAL SUM**" or "**PROVISIONAL LUMPSUM**" means a lump sum included by the BHEL in the work for which details are not available at the time of inviting tender.
- (s) "**PROVISIONAL ITEMS**" means items for which approximate quantities have been included in the tender documents.

2. Earnest Money Deposit

- (a) Vendor is required to deposit the EMD as specified in NIT.
- (b) EMD shall not carry any interest.
- (c) Modes of deposit:
The EMD may be accepted only in 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)

In case total EMD amount is more than Rs. 20 Lakh, the amount in excess of Rs. 20 lakh may be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.

- (d) Forfeiture of EMD
EMD by the Tenderer will be forfeited as per NIT conditions, 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.
- (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 tenderers shall be refunded normally within fifteen days of award of work.
- (g) EMD of successful tenderer will be retained as part of Security Deposit.
- (h) EMD deposited in any modes other than specified at (c) above shall lead to cancellation of the offer.

3. Security Deposit

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- (a) Successful vendor shall require to deposit security. 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.
- (b) Modes of deposit:
The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:
- i) Cash (as permissible under the extant 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 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)
- (c) 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) The Security Deposit shall not carry any interest.
- (e) The additional condition of Security Deposit (If any) shall be specified in Special Terms & Conditions of tender.

(f) Refund of Security Deposit

After completion of work awarded, provided always that the contractor shall first have been paid final bill and have rendered a "No Demand" certificate, the security deposit mentioned in condition above shall be refunded to the contractor as follows: *100% shall be released within 3 months of satisfactory completion of the work duly verified by Site/Engineer-In-charge.*

4. Commercial Terms

- Prices shall be quoted on "Firm Price" basis only.
- Validity of offer shall be for a minimum period of 120 days from the date of Tender Opening.

5. Special Conditions for MSME:

"MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -X where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their, bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer."

6. Arbitration

All disputes between the parties to the contract arising out of or relating to the contractor

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other than those for which the decision of the Engineer-In-charge / Accepting Officer or any other person is by the contract expressed to be final and conclusive, shall after written notice by either party to the contract, the other party be referred to the sole arbitration of DGM/Sr. Manager or any other officer of BHEL in his sole discretion unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work or the determination of the contract. The venue of arbitration proceedings will be at Hardwar. The arbitrator shall have the power to extend, from time to time, the time for making his award with the consent of the parties. The award of the Arbitrator shall be final, conclusive and binding on both the parties to the contract. Any matter arising out of or in connection with the agreement shall be under jurisdiction of Hardwar court. The Administrative Head of HEEP Unit of BHEL, Hardwar, shall appoint the Arbitrator. No person other than a person so appointed shall act as Arbitrator.

7. Risk Purchase Clause

In case of delays in supplies / defective supplies or non-fulfilment of any other terms & conditions given in the work order the purchaser/contracting executive may cancel the work order in full or part thereof and may also make the purchase of the material / service from elsewhere / alternative source at the risk and cost of supplier. Vendor/Contractor does not agree to above clause, their offer is liable to be rejected. In case any vendor/contractor accepts risk purchase clause initially and subsequently declines to honour the term in the eventuality of RISK PURCHASE, they may be banned for business with BHEL.”

8. Fraud Prevention Policy

The Bidder along with its associate / collaborators / 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 fraud or suspected fraud as soon as it comes to their notice”.

Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units / Regions intranet.

9. Suspension of Business Dealings with Suppliers/Contractors

Penal action can be initiated on the suppliers / Contractors in line with extant "Guidelines for Suspension of Business Dealings with Suppliers / Contractors". The abridged version of extant 'Guidelines for suspension of business dealings with suppliers / contractors' has been uploaded on <http://www.bhel.com> on “supplier registration page”.

10. Adoption of Integrity Pact

BHEL is committed to fostering the most ethical and corruption free environment and values its relationship with all Bidders, Contractors and Carriers. Conducting business in a transparent, fair and corruption free manner will go in a long way in making the Bidders and Contractors our partners in progress and to reinforce this belief. BHEL has already signed a memorandum of understanding with Transparency India International on adoption of Integrity Pact for all Major Tenders / Contracts. Integrity Pact first promoted by Transparency India International, an NGO, is a tool to ensure that activities and transactions between a company or government department and its Bidders / Contractors are handled in a fair, transparent and corruption free manner.

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11. Damage & Loss to Private Property & Injury to Contract Employee

The Contractor shall at his own expense reinstate and make good to the satisfaction of BHEL and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the Contract and further the Contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

12. Rates shall be quoted in figures as well as in words and contractor must put his signature & Seal on each page of the tender documents / undertakings, while submitting his offer, failing of which tender may be liable for rejection.
13. BHEL reserves the right to cancel the tender at any stage of tendering till signing of agreement without assigning any reason(s) thereof. The tender cost in that event shall not be refunded.
14. The contractor shall not employ any worker less than 18 years of age during execution of his work.
15. In case more than one contractor quotes L1 rates, the work may be awarded through draw of lottery.
16. The work shall be governed by the specifications, general terms & conditions of BHEL contract, special conditions, tender terms, environment related conditions, safety clause and any other relevant conditions applicable time to time.
17. The contractors are advised to see the site before quoting the rates.
18. BHEL reserves the right to award only a fraction or part of the work given in the bill of quantity.
19. Contractor found or reported for non-compliance of the legal obligations during the execution of the contract, shall be debarred from the issue of NITs for at least 01 year or till the proof of compliance is produced.
20. L1 may also be decided based on Reverse Auctioning based on the discretion of BHEL.
21. BHEL does not bind themselves to accept the lowest tender or any tender or to give any reason for their decision.
22. Contractor shall ensure all the safety provisions for the execution of the work awarded. It shall provide all the necessary PPE's (until & unless specified clearly about the issue of any PPE by BHEL in Special or any other Conditions of tender) to his workmen or any individual deployed by him for execution of the work and ensure usage of the same.
23. In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business / money / reputation, indulged in malpractices, cheating, bribery, fraud or any other misconducts or formation of cartel so as to influence the bidding process or influence the price etc. Guide- lines for Suspension of Business Dealings with Suppliers / Contractors shall prevail over which is available at BHEL website <http://www.bhel.com>.

24. GST related Terms & Conditions:

Bidder has to specify the following in their techno-commercial bid (part I bid in case of two part bid):

I.

- a) Legal Name of the bidder as in GST registration, GST registration No., State, Place of business, category of registration under GST i.e. Registered dealer / Unregistered dealer/ dealer opted for Composition Scheme,

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Name of work: Hydro-testing of Oxygen cylinders as per schedule IV of Gas Cylinder rules 2016 from CCOE (PESO) approved Cylinder testing station NIT No: BHEL/HEEP/WEX-WCS/18-19/6240/20180065 Dt. 13.07.18

- b) HSN (*Harmonised System Nomenclature*) / SAC (*Service Accounting Code*), description of Goods/Services and applicable IGST / CGST / SGST rate and any other statutory levy, if any, for each item of Goods or Services.

II. a) Unregistered Dealer

Since in case of unregistered dealer, GST will have to be paid by BHEL under reverse charge mechanism, the same shall be added to the quoted price for evaluation bid.

b) Dealer opting for Composition Scheme

In case of registered dealer, who opt for composition scheme at the time of submission of bid, no GST will be payable to the bidder and also same will not be considered for evaluation of bid. Dealer has to declare in technical bid that no GST is shown separately in price bid. However, in case at the time of actual supply, the bidder charges GST at normal rate, the same shall be reimbursed subject to the availability of GST credit to BHEL. In case GST credit is not available to BHEL, no GST will be payable to the bidder.

III. Reimbursement of GST shall be made by BHEL-Haridwar on matching of Contractor inputs as mentioned below at GST portal and after ensuring of availability of input credit to BHEL, Haridwar. Hence, Contractor has to ensure compliance as follows-

- a) Timely raising & submission of GST compliant Invoices
- b) Timely receipt of Goods & Services
- c) Timely and correct payment of applicable GST by supplier/contractor
- d) Timely filing of return
- e) Compliance of other applicable provisions on supplier/contractor

Contractor has to also give consent to accept payment of tax after such matching in all cases where bills are submitted directly to BHEL-Haridwar or through bank or under LC or through any other mode.

IV. In the event of any disallowance of input credit (including reversal of credit) or applicability of interest or arising of any other financial liability on BHEL-Haridwar due to any default of supplier/contractor under GST such as non/delayed receipt of Good/Services, delayed raising & submission of invoices, delayed payment of tax, non/wrong declaration of sale by Contractor in return etc. or any other reason not attributable to BHEL, such implication shall be to supplier's/contractor's account and will be deducted from bills.

V. In the event of any change in the status of the bidder after submission of the bid but before the supply/service, GST applicable at the time of supply/service or GST quoted in the bid, based on the registration status of the bidder, whichever is lower shall be payable.

VI. Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder.

VII. In case of Liquidated damage (LD) recovery, the applicable GST shall also be recoverable from the suppliers.

25. Special Powers of Termination:

If at any time after the acceptance of the tender, BHEL shall for any reason whatsoever not require the whole or any part of the work, to be carried out, the Engineer In charge shall give notice in writing of the fact to the contractor, who shall have no claim to any

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Name of work: Hydro-testing of Oxygen cylinders as per schedule IV of Gas Cylinder rules 2016 from CCOE (PESO) approved Cylinder testing station **NIT No:** BHEL/HEEP/WEX-WCS/18-19/6240/20180065 Dt. 13.07.18
payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

The contractor shall be paid at contract rates for the full amount of the work executed including such additional work i.e., cleaning of site etc. as may be rendered necessary by the said foreclosing. He shall also be allowed a reasonable payment (as decided by the Accepting Officer) for any expenses sustained on account of labour and material collected but which could not be utilized on the work as verified by the Engineer In charge but the contractor shall not have any claim for compensation on account of any alterations having been made in the original specifications, drawings, designs and instructions involving and curtailment of the work as originally contemplated.

Information about Condition related to Payment of GST to Contractors/Vendors for invoices raised upto 31/03/2018.

GST related Terms & Conditions of General Terms & Conditions of Tender States that

“Reimbursement of GST shall be made by BHEL-Haridwar on matching of Contractor inputs as mentioned below at GST portal and after ensuring of availability of input credit to BHEL, Haridwar. Hence, Contractor has to ensure compliance as follows-

- a) Timely raising & submission of GST compliant Invoices
- b) Timely receipt of Goods & Services
- c) Timely and correct payment of applicable GST by supplier/contractor
- d) Timely filing of return
- e) Compliance of other applicable provisions on supplier/contractor

Contractor has to also give consent to accept payment of tax after such matching in all cases where bills are submitted directly to BHEL-Haridwar or through bank or under LC or through any other mode.”

Now the date of filing returns has been extended/relaxed by GOI upto 31/03/2018. Therefore now it is not mandatory to file returns immediately and ITC has been allowed on self-declaration. In view of the changed scenario, the decision has been taken that the payment of GST shall be made to the contractors simultaneously with their work/services invoices. The Contractors / vendors shall submit the undertaking as per the following format before such GST payments.

This provision shall be applicable for all GST invoices raised upto 31/03/18 and situation shall be reviewed thereafter based on GOI circulars prevailing at that time.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Certificate of Goods and Service to be furnished by Contractor with each bill / invoice

We hereby undertake that:

1. Goods and Service Tax charged in the following Invoices / Bill Numbers are in compliance with the provision of GST Act & Rules prevailing thereon:

Sl.No	PO No / Work Order	Invoice No	Invoice date	GST Amount

2. Goods and Service Tax charged in the Bill / Invoice shall be paid by us within due time.
3. Any liability due to any delay / default in payment of GST, return filling or any other NON-compliance under GST Law / Rules, shall be to our account.
4. In the event of any non-compliance on our part, We indemnify BHEL for any financial burden / loss on account of GST / interest / penalty.
5. We give our consent to BHEL to recover any such financial burden if arises on BHEL due to any non-compliance from any outstanding bills. In the event of Nil outstanding, same shall be paid by us to BHEL.
6. In the event of any such default, we agree BHEL to pay all future GST reimbursement after verification of GST compliance under the law.
7. We understand that this arrangement shall be valid till the credit of Input Tax Credit (ITC) is available without online validation or further amendment if any affecting admissibility of ITC to BHEL.

Signature of Authorized Signatory (with seal)
GST No:

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Name of work: Hydro-testing of Oxygen cylinders as per schedule IV of Gas Cylinder rules 2016 from CCOE (PESO) approved Cylinder testing station NIT No: BHEL/HEEP/WEX-WCS/18-19/6240/20180065 Dt. 13.07.18

PRE-QUALIFICATION REQUIREMENT (PQR):

PQR for acceptance of tender (s) are as under:

Offers of only those parties will be considered having valid competency license for Hydro-testing of O2 Cylinders issued by *Chief Controller of Explosives, Petroleum and explosive safety organization.*

SL · N O	PRE QUALIFICATION CRITERIA	
	Name and Description of qualifying criteria	Bidders claim in respect of fulfilling the PQR Criteria
A	TECHNICAL CRITERIA	
1.	<p>Bidder who wish to participate should have executed, during last seven years, as on the date of opening of Technical Bid , above said work as per the following:</p> <p>(a) One similar completed work costing INR 6.00 Lakhs or above “OR”</p> <p>(b) Two similar completed work costing each of INR 3.75 Lakhs or above “OR”</p> <p>(c) Three similar completed work costing each of INR 3.00 Lakhs or above</p> <p>*Similar work means: - Pressure testing/Hydro-testing/Hydrostatic testing of Industrial cylinders i.e. (O2/H2/N2/CO2 etc.) Said work or similar nature work must be done by party itself. For this party must submit the copy of work award letter</p>	Applicable
2.	<p>Bidder should be PESO (Petroleum and Explosive Safety Organization) authorized testing agency for O2 Cylinder testing. Valid authorization letter/ Certificate/License copy from PESO to be submitted.</p>	
<u>Notes :-</u>		
<ol style="list-style-type: none"> 1. Relevant experience documents, meeting above requirements at “A” shall be submitted by bidders otherwise offer is liable to be rejected. 2. Bidder must submit proofs of GST registration (in proper taxable service category), Income Tax PAN No along with its offer. 3. Name, Address, Phone no. and email of certificate issuing authority must be clearly mentioned in every relevant experience documents. 4. BHEL reserves the right to verify the information provided. Vendor is advised to attach only the relevant certificates and not attach papers irrelevant against this clause. 		

I/We agree with the above

Signature of Bidder/Contractor with Stamp

SPECIAL TERMS & CONDITIONS OF TENDER:

1. During the execution of work/ contract period party must maintain valid competency certificate as stated in PQR.
2. TO & Fro Transportation of Cylinders shall be in the scope of vendor.
3. The party shall lift the cylinder for testing within 15 days from intimation of the date by this office.
4. Party is required to bring the original certificate of Competency as required in PQR at the time of contract signing for verification purpose.
5. The testing of Oxygen cylinders should be done as per schedule IV of gas cylinder rule 2016.
6. **Security Deposit (SD):** Successful vendor shall require to deposit security. The total amount of Security Deposit will be 5% of the total contract value.
7. **Payment Terms:** 100% Payment shall be made after the completion of the work.
 - No advance payment shall be made.
 - Part payment shall be made after completion of Hydro-testing of Cylinders and submission of report and invoice.
 - Payment shall be made through e-payment.
 - GST shall be paid extra at actual rates.
 - TDS shall be deducted at source from the running bill as per applicable Income Tax Rules and other statutory requirements.
8. **Commercial Terms**
 - Prices shall be quoted on “Firm Price” basis only.
 - Validity of offer shall be for a minimum period of 120 days from the date of Tender Opening.

9. LIQUIDATED DAMAGES (LD) CLAUSE:

In cases of delay from schedule, attributable to the contractor due to any reason, LD @ 0.5% of the total order value per week of delay in deliveries subject to a maximum of 10% of the total order value. In case of any amendment /revision, the LD shall be linked to the amended /revised PO value.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

SCOPE OF WORK FOR OXYGEN CYLINDERS HYDRO-TESTING

Scope of Work: Hydro-testing of Oxygen cylinders as per schedule IV of Gas Cylinder rules 2016 from CCOE (PESO) approved Cylinder testing station

- Scope of work includes Hydro-testing of O2 cylinders as per schedule IV of Gas Cylinder Rules 2016. Painting of the cylinders is not to be done by the vendor.
- To & Fro Transportation of the Cylinders shall be in the scope of Vendor.

TECHNICAL TERMS AND BILL OF QUANTITY

1. Technical Terms:

Party is required to submit self-attested copies of following documents along with the techno-commercial bid i.e. Part-I of tender.

- i. GST certificate with GST no.
- ii. PAN Card.
- iii. Valid Competency certificate as required in PQR.

UNDERTAKING:-

The contractor shall sign the undertaking as below:-

1. I/We have carefully perused all the terms and conditions of the tender, NIT including special conditions mentioned in the tender before quoting the offer and I/we commit to abide by them in to. I/ we have read BHEL General Conditions of Contract and agree to abide by the same.
2. I/We shall abide by and fulfill the requirement of all the statutory obligations in respect of EPF, ESI, electrical license, labour license and all other provisions of labour laws applicable to me/us and maintain muster roll, payment register and all other registers/ records as applicable and produce the same to BHEL officials or statutory authorities whenever desired.
3. I/ We shall abide by the GST Act/ Rules/regime as applicable.
4. I/ we shall decide the number of employees to be deployed for execution of the work and give instruction to my/ our employees. BHEL will have nothing to do or be concerned with the employment of my/ our employees.
5. I/ we shall provide employment card / identity with photograph duly verified and attested by me/ us to my/ our employees.
6. I/ we shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership card to each of my/ our employees.
7. I/We shall pay minimum wages as applicable from time to time including leave with wages to my/ our workers as per rules /act.
8. In case of non-compliance of any of the statutory obligations, labour laws by me/us, I/we shall be responsible for all expenses/ liability occurring /accruing on BHEL because of this including all expenditure on legal proceedings. All such expenses shall be recoverable from any of my/ our running contract with BHEL or any contract entered thereafter.
9. I/ we shall maintain valid labour license (If applicable) throughout the period of contract.

2. Bill of Quantity:

S. No.	Item	Unit	Qty.
1.	Hydro-testing of Oxygen Cylinders as per schedule IV of Gas cylinder rules 2016 including to & fro Transportation of Cylinders	No.	750

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Name of work: Hydro-testing of Oxygen cylinders as per schedule IV of Gas Cylinder rules 2016 from CCOE (PESO) approved Cylinder testing station NIT No: BHEL/HEEP/WEX-WCS/18-19/6240/20180065 Dt. 13.07.18

UPRICED PRICE BID

Not to be filled except rate of GST

Name of Work: "Hydro-testing of Oxygen cylinders as per schedule IV of Gas Cylinder rules 2016 from CCOE (PESO) approved Cylinder testing station"

NIT No: BHEL/HEEP/WEX-WCS/18-19/6240/20180065 Dt. 13.07.18

Period of Completion: 6 months

Date of Opening of Techno-commercial Bid (PART-1): 07.08.2018

Earnest Money: Rs15000 /-

Estimated Cost: Rs.750000/-(GST Extra as applicable)

Sl. No.	Item Description	Qty. (A)	Unit	Quoted Rate per cylinder in Figures (in INR) (B)	Quoted Rate per cylinder in Words (in INR)	Total Cost (in INR) (A*B)
1.	Hydro-testing of Oxygen Cylinders as per schedule IV of Gas cylinder rules 2016 including to & fro Transportation of Cylinders	750	No.	XXX	XXX	XXX
	GST Rate	_____ (%)				

Note:

1. Rate should be quoted in figures as well as in words. No cutting / Over Writing is allowed in rates. In case of contradiction between rate/percent quoted in figure and Words, the same mentioned in Words will prevail. For details refer General Instructions to Tenderer of Techno-Commercial Bid.
2. The quoted rates shall include Hydro-test rate plus to & fro transportation rate. No other rates/charges shall be quoted separately.
3. GST shall be paid extra on actual basis.

I/We have the read the Terms and Conditions and Contractual Obligation of contract as per the Techno-commercial Bid under this Tender Enquiry and undertake to fulfill all its requirement under the quoted rates.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Check List

S. No.	Details of Criteria	Yes/No	Please fill the Detail / Remarks / Reference of documents attached in support of each point
1	Tender Fees		
2	EMD		
3	Ink Signed & stamped on each page of Techno-commercial bid		
4	Ink Signed & Stamped on each page of supporting Document		
5	Ink Signed & Stamped on both sides of Techno-commercial Bid and Supporting documents if print / photocopy has been taken on both sides of the paper		
6	Price Bid (Part-II) kept in a separate envelope		
7	MSME Documents (if applicable) notarized or attested by a Gazetted officer		
8	Valid Competency certificate as required in PQR		
9	Copy of GSTIN Certificate		
10	Copy of PAN card		

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Annexure-X

**Certificate by Chartered Accountant on letter head
(only for those who are submitting EM-II Certificate)**

This is to Certify that M/S
(hereinafter referred to as 'company') having its registered office at
..... is registered under MSMED Act 2006, (Entrepreneur
Memorandum No (Part-11)
dtd:....., Category:..... (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year..... as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006 :
Rs.....Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:
Rs.....Lacs

(Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of
Rs.....Lacs forMicro / Small (Strike off which is not
applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category {Micro/ Small} (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O.No.3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:
(Signature)
Name-
Membership number-

Seal of Chartered Accountant

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Acceptance/ No Deviation Certificate

Notwithstanding anything mentioned in our bid, we hereby accept all terms and conditions of the above tender. Or we hereby accept all terms and conditions of the above tender except the following: (Give reference to Clause Nos. of Terms & Conditions which is not acceptable)

- 1.
- 2.

Note: Any deviation specified elsewhere in the tender shall not be considered. Deviations may or may not be accepted by BHEL.

I/We agree with the above

Signature of Bidder/Contractor with Stamp

Name of work: Hydro-testing of Oxygen cylinders as per schedule IV of Gas Cylinder rules 2016 from CCOE (PESO) approved Cylinder testing station NIT No: BHEL/HEEP/WEX-WCS/18-19/6240/20180065 Dt. 13.07.18

PRICE BID (PART-II)

Name of Work: "Hydro-testing of Oxygen cylinders as per schedule IV of Gas Cylinder rules 2016 from CCOE (PESO) approved Cylinder testing station"

NIT No: BHEL/HEEP/WEX-WCS/18-19/6240/20180065 Dt. 13.07.18

Period of Completion: 6 months

Date of Opening of Techno-commercial Bid (PART-1): 07.08.2018

Earnest Money: Rs15000 /-

Estimated Cost: Rs.750000/-(GST Extra as applicable)

BILL OF QUANTITY:

Sl. No.	Item Description	Qty. (A)	Unit	Quoted Rate per Cylinder in Figures (in INR) (B)	Quoted Rate per Cylinder in Words (in INR)	Total Cost (in INR) (A*B)
1.	Hydro-testing of Oxygen Cylinders as per schedule IV of Gas cylinder rules 2016 including to & fro Transportation of Cylinders	750	No.			
	GST Rate	_____ (%)				

Note:

1. Rate should be quoted in figures as well as in words. No cutting / Over Writing is allowed in rates. In case of contradiction between rate/percent quoted in figure and Words, the same mentioned in Words will prevail. For details refer General Instructions to Tenderer of Techno-Commercial Bid.
2. The quoted rates shall include Hydro-test rate plus to & fro transportation rate. No other rates/charges shall be quoted separately.
3. GST shall be paid extra on actual basis.

I/We have the read the Terms and Conditions and Contractual Obligation of contract as per the Techno-commercial Bid under this Tender Enquiry and undertake to fulfill all its requirement under the quoted rates.

I/We agree with the above

Signature of Bidder/Contractor with Stamp