



**Bharat Heavy Electricals Limited**  
**Heavy Electrical Equipment Plant, Haridwar-249403**

**Works Engineering & Services**  
**Works Contract Section**

**Tender Document**

**Name of Work:** Hiring services of peso authorized testing agency for testing of hydrogen cylinders.

**Tender Enquiry No.:** BHEL/HEEP/WEX-WCS/17-18/2140/20170029 DT 05.06.17

**Due date of Tender Opening (Part-1):** 27.06.2017

**Type of Bid:** Two Part

**Place of Submission of Tender / Bid:** Tender Room, Purchase Deptt., 4<sup>th</sup> floor, Main Administrative Building, BHEL, HEEP, Haridwar-249403 (Uttarakhand)

*Contact Person: Manish Kumar (Sr. Engineer/WCS)*

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

*Email: omanish @bhelhwr.co.in, ppaul@bhelhwr.co.in, azadd@bhelhwr.co.in*

*Phone: 01334-28- 1932/1332/1022*

*Fax: 01334-226460*

**Document downloaded from [www.bhelhwr.co.in/www.bhel.com](http://www.bhelhwr.co.in/www.bhel.com)**

**Note: 1.** All corrigenda / addenda / amendments / time extensions / clarifications, etc. to the tender will be hosted on our website i.e. [www.bhelhwr.co.in/www.bhel.com](http://www.bhelhwr.co.in/www.bhel.com) only and will not be published in any other media. Bidders should regularly visit above website to keep themselves updated.

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**Name of Tenderer:**

**Address:**

**Pin code:**

**Phone No:**

**Email ID:**

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I/We agree with the above

Signature of Bidder/Contractor with Stamp

## **Details of Tender Document**

**Name of Work:** Hiring services of peso authorized testing agency for testing of hydrogen cylinders.

The Tender document has been detailed as follows:

Part-I (TECHNO-COMMERCIAL BID) (*page no. 1-19* )

1. Cover page
2. Index
3. Notice Inviting Tender (NIT)
4. Pre-Qualifying / Eligibility Criteria (For OT only)
5. General Instructions to Tenderer.
6. General Terms & Conditions of Tender.
7. Special Terms & Conditions of Tender.
8. Scope of Work, Technical Terms & Conditions and Bill of Quantity.
9. Unpriced Price Bid
10. Check List for Tenderer
11. Annexure-I for MSME

Part-II (PRICE BID) (*page no. 20*)

1. Price Bid



**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 @bhelhwr.co.in, ppaul@bhelhwr.co.in, azadd@bhelhwr.co.in		
Contact Person	Manish Kumar		
NIT Key.	20170029	Dated :	05.06.17
NIT No.	BHEL/HEEP/WEX-WCS/17-18/2140/20170029 DT 05.06.17		
NIT No. on www.bhel.com	33071		
NIT No. on www.bhelhwr.co.in	2621		
Type Of Tender	Open		
#Tender Cost (in INR)	500/- <b>(Exempted for valid MSME/EM-II/NSIC or Tender form downloaded from website)</b>		
Estimated cost (FOB BHEL Haridwar basis)	Rs. 5,50,400/- (Service Tax extra as applicable)		
EMD ( in INR )	Rs. 11008/-		
Period of completion of work	6 Months		
Two Part Bid /single bid	Two Part Bid		
NIT Value (in Rs.)	5,50,400/-		
Last Date of Sale of Tender	26.06.2017	Time :	03:30PM
Last Date of submission of Tender	<b>27.06.2017</b>	Time :	<b>01:45PM</b>
* Date and Time for opening of Technical Bid	27.06.2017	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. **EMD shall be exempted for valid MSME/EM-II/NSIC Certificate.**

**Name of Work:** Hiring services of PESO authorized testing agency for testing of hydrogen cylinders.

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

**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 issued by *Chief Controller of Petroleum and explosive safety organization* and the validity of competency certificate must be at least Six months from the date of opening of the technical bid (i.e. Part-I) of the tender.

SL. NO	PRE QUALIFICATION CRITERIA	
	Name and Description of qualifying criteria	Bidders claim in respect of fulfilling the PQR Criteria
<b>A</b>	<b>TECHNICAL CRITERIA</b>	Applicable
<b>1.</b>	<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 4.40 Lakhs or above "OR"</p> <p>(b) Two similar completed work costing each of INR 2.75 Lakhs or above "OR"</p> <p>(c) Three similar completed work costing each of INR Rs 2.2 Lakhs or above</p> <p><b>*Similar work</b> means :- Hydraulic /Ultrasonic testing of refillable Hydrogen cylinders having water capacity 46 Litres or above</p>	
<b>2.</b>	Bidder should be PESO (Petroleum and Explosive Safety Organization) authorized testing agency for the above said work. Valid authorization letter/ Certificate from PESO to be submitted.	
<b>3.</b>	Said work or similar nature work must be done by party itself. For this party must submit the copy of work award letter and successful work completion certificate.	
<b>B</b>	<b>FINANCIAL CRITERIA</b>	Applicable
	<p><b>TURNOVER</b> Bidders should have an average annual turnover minimum of INR 1.65 Lakhs in last three Financial Years (2013-14, 2014-15 &amp; 2015-16). Bidders shall submit audited annual accounts (balance sheets and profit &amp; loss account) in support of this.</p>	

I/We agree with the above

Signature of Bidder/Contractor with Stamp

**Notes :-**

1. Relevant experience documents, meeting above requirements at A shall be submitted by bidders otherwise offer is liable to be rejected. Bidder to submit audited Balance Sheet and Profit and Loss Account for the respective years as given above along with all annexure. For verification purpose all submitted documents shall be self-attested and stamped by the bidder.
2. Bidder must submit proofs of PF Code No., ESI Code No., Service Tax registration (in proper taxable service category), Income Tax PAN No. and Labor License (if applicable) (else give undertaking to submit within 15 days after receipt of letter of intent for labor license only).
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.

## **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**

**1.1** Before Tendering the tenderers are advised to go through General -Terms & conditions, Special -Terms & conditions of Contract, Scope of work, Technical Terms & Conditions, drawings and specifications and all other documents which form part of the agreement to be entered into.

**1.2** While quoting the rate, the tenderer is advised to take into account the likely expenditure, taxes what so ever, etc., excluding Service Tax during the operation of the Contract period from the date of commencement of work as directed by BHEL.

**1.3** 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 currency of the contract.

**1.4** 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.

**1.5** 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 (a) and (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.

**1.6** The Bidder shall fill in all the required particulars of the Tender documents and also sign on each and every page of the Tender documents (Techno- Commercial Bid, Price Bids, Terms & Conditions etc.) including corrigendum attached there to while submitting their tender.

**1.7** 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.

**1.8** Every endeavour 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. (No extension of time shall be given for submission of the Tender on any account)

**1.9** Conditional and late Tenders, Tenders containing prima-facie absurd rates and amounts, Tenders which are incomplete or otherwise considered defective and Tenders not in accordance with the Tender conditions herein contained and the Tenders not in original ARE LIABLE TO BE REJECTED

**1.10** If a Bidder deliberately gives wrong information in his Tender or creates conditions favourable for the acceptance of his Tender, BHEL WILL REJECT SUCH TENDER AT ANY STAGE.

**1.11** Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.

**1.12** 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 time, the Tender / Contract shall be rejected / terminated and the / SD shall be forfeited.

**1.13** 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, 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.

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I/We agree with the above

Signature of Bidder/Contractor with Stamp

**1.14** The Tender schedule and the Tender shall be deemed to form an integral part of the Contract to be entered into for this work.

**1.15.** Tenders are to be submitted in **Tender Room, Purchase Deptt., 4<sup>th</sup> floor , Main Administrative Building, BHEL, HEEP, Haridwar-249403 (Uttarakhand)** upto 01:45 PM on the date of tender opening.

**1.16** Late and Delayed Tenders will be summarily rejected and under no circumstances it will be considered and accepted.

**1.17** 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 SERIALLY NUMBERED ON THE RIGHT HAND SIDE TOP CORNER. PAGE NUMBERS 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.**

**1.18** 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.

**1.19** 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”

**1.20** Tender Fees & EMD or Proof related to exemption as required as per Terms Conditions of Tender shall be kept in Techno-commercial bid envelope.

## **2.0 Signing the Tender**

**2.1** The Tender shall be signed by the Authorized Signatory Only. Authorized signatory shall be the person holding ‘power of attorney’ on behalf of the firm / company / bidder-concerned authorized / empowered to act on behalf for the specific purpose

**2.2** A copy of the Partnership Deed and / or a copy of the Power of Attorney, Self-attested shall accompany the Proprietor or Partner of the Company.

**2.3** BHEL will not be bound by any other Power of Attorney granted or the change in the composition of the firm made, subsequent to the execution of the Contract agreement. They may however recognize such Power of Attorney or change in status after obtaining legal advice and the cost involved in that connection shall be chargeable to the bidder concerned.

## **3.0 Date / Time for opening of Tender**

**3.1** Sealed covers so received will be opened at **Tender Room, Purchase Deptt., 4<sup>th</sup> 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.

**3.2** The Techno Commercial bids only will be opened in case of two part bid.

**3.3** 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**

**4.1** The representative of the Bidder may choose to witness the Tender opening have to produce the Authorization Letter, before opening of the Tender. The representatives without Authorization Letter will not be allowed to participate in the Tender opening.

**4.2** Only one representative from one bidder will be allowed to participate in the Tender opening.

## **5.0 Quoting**

**5.1** Quoting best rate and the sanctity of the L1 status.

**5.2** 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**

**6.1** The Parties who have been suspended or black listed 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 evaluation / finalization of Tender if it is found that some of the parties are black listed /

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I/We agree with the above

barred from business transactions / under business hold, BHEL will not consider them for further participation in the Tender.

**7.0 Validity of Offers:**

**7.1** 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., 4<sup>th</sup> floor, Main Administrative Building, BHEL, HEEP, Haridwar-249403 (Uttarakhand).*

**9.0 Tender Fee & EMD shall be exempted for valid MSME / EM-II / NSIC certificate.**

**10.0 Tender Fee shall be exempted for tender documents downloaded from website.**

**11.0 In case of any ambiguity between General Terms & Conditions and Special Terms & Conditions, the Special Terms & Conditions shall prevail.\**

## **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/SE/ 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.
- "Bharat Heavy Electricals Limited" hereinafter referred to as BHEL shall mean the Director / Resident Director/ Project Administrator / Other Administrator or other Administrative Officers of the said Company including the Project Officer, Executive authorized to invite tenders and enter into contract for works on behalf of the Company. 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.
  - (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.

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I/We agree with the above

Signature of Bidder/Contractor with Stamp

- (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 LUMP SUM**" 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)
- (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.

## 3. Security Deposit

- (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)

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I/We agree with the above

Signature of Bidder/Contractor with Stamp

- (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) 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 after satisfactory completion of the work duly verified by Site/Engineer-In-charge.

#### **4. Payment Terms**

100% Payment shall be made after the completion of the work.

#### **Note:**

- (1). No advance payment shall be made to the vendor.
- (2) Completion Period:** Completion period will be 6 months from the date of issue of work order.
- (3)** All the payments shall be made through e-payment after submission of following documents along with the bill
- i) E-payment form duly filled (Form will be provided by BHEL).
  - ii) Income tax exemption letter (if applicable).
  - iii) Excise duty / CVD & CST/VAT will be paid on material cost and service tax will be paid on testing at actual rates. Related original documents to be submitted by bidder for availing MODVAT credit by BHEL.
  - iv) Service tax shall be reimbursed on actual basis after submission of Service Tax challan with service tax registration in proper category.
- (4)** Transit Insurance of the cylinders during to and fro transportation shall be arranged by the bidder.
- (5)** To and fro charges for transportation of cylinders from BHEL to testing site and back to BHEL shall be in the scope of the bidder and cylinders from site will be released in three lots.
- (6)** The quantity of 20 nos valves to be replaced has been taken for the purpose of evaluating the bid; however the payment shall be made for the actual nos of valves replaced.
- (7)** The tested cylinders and defective valve shall be returned back to BHEL by the bidder along with test certificate of cylinders.

#### **Commercial Terms**

- Prices shall be quoted on "Firm Price" basis only. The prices should be on F.O.R BHEL, Haridwar basis.
- Validity of offer shall be for a minimum period of 120 days from the date of Tender Opening.

#### **5. 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.

**6. 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 -1 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.”**

**7. Arbitration**

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

**8. 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.”

**9. 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.

**10. 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”.

**11. 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

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I/We agree with the above

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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.

## **12. 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.

13. Any offer without proper earnest money (if applicable), with any ambiguity, unsigned documents, unclear quotation and against the above instructions will be treated as invalid and will not be considered at all and the responsibility for the same will lie on the contractor.
14. Involvement in any undesirable activity by contractor or his workmen will be viewed seriously and attract strict action including cancellation of contract or debarring from tendering.
15. The contractor will have to protect the BHEL equipment and material from fire hazards or any other damages or loss.
16. Gate passes / tokens to be issued by the CISF unit shall have to be returned to the pass section of CISF after completion of work, failing of which recovery at the rate as applicable shall be made from the contractor.
17. No excuses for hindrance viz. jungle, extreme weather condition, non-availability of labor etc. will be entertained for not completing the work.
18. 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.
19. The contractor not completing the work as per site requirement & as directed by the Engineer in-charge, action, as deemed fit will be taken including debarring for the issue of further NIT's.
20. 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.
21. Any damage/ injury to man/ material during the work shall be the responsibility of the contractor.
22. The contractor shall maintain the following during the execution of contract, as applicable:
  - i) Valid labor license from Asst. Labor commissioner if applicable.
  - ii) P.F. code (if applicable) and abide by the relevant laws & rules.
  - iii) E.S.I. code (if applicable) and abide by the relevant laws & rules.
23. The contractor shall pay the minimum wages to his workmen applicable from time to time as per rule / act.
24. Contractor shall maintain the muster roll, wages payment register and all other records applicable as per labor laws.
25. In case of non-compliance of any of the labor laws as per act by the contractor, will be responsible for expenses / liability occurring / accruing on BHEL on a/c of above including expenditure on legal proceedings. All such expenses shall be recoverable from the contractor from any of his running contracts with BHEL or any contract entered thereafter.
26. The contractor shall not employ a worker less than 18 years of age on the premises of BHEL or otherwise during execution of his work.

**SPECIAL TERMS & CONDITIONS OF TENDER:**

1. During the execution of work/ contract period party must maintain valid competency certificate as stated in PQR.
2. The transit insurance of the cylinders during to and fro transportation shall be arranged by the firm
3. The party shall lift the cylinder for testing within 15 days from intimation of the date by this office
4. Transportation and transit insurance is in the scope of party. So party should quote testing price inclusive of this.
5. BHEL reserves the right to short close the contract without assigning any reason (s) thereof at any stage.
6. The work shall be governed by the specifications, general terms & conditions of BHEL contract, special conditions, environment related conditions, new safety clause and any other relevant conditions applicable time to time.
7. In case more than one contractor quotes L1 rates, the work may be awarded through draw of lottery.
8. Power of attorney / subletting will not be accepted for execution of work.
9. Rates shall be quoted in figures as well as in words and contractor must put his name and signature on each page of the tender documents / undertakings, while submitting his offer, failing to which, tender may be liable for rejection.
- 10. Party is required to bring the original certificate of Competency as required in PQR at the time of contract signing for verification purpose.**
- 11. The testing of hydrogen cylinders as per scope should be done as per gas cylinder rule 2016.**
- 12. The firm should submit the test certificate of tested cylinder as per gas cylinder Rule 2016.**
- 13. Bidder to provide PO/WO copies and Performance certificates/ MOM for satisfactory operation of work with name, address, contact detail of their customers. BHEL reserves the right to verify the information provided.**

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## **SCOPE OF WORK, TECHNICAL TERMS AND BILL OF QUANTITY**

### **1. Scope of Work:**

#### **Scope of work includes**

1. Degassing of cylinders.
2. Water filling of cylinders.
3. Internal washing of cylinders.
4. Drying of internal surface of cylinders.
5. Thorough visual inspection of internal surface of cylinders.
6. Any pitting, scaling or rust observed, to be removed completely.
7. Weigh the cylinder at electronic weighting scale and record the data properly in a register. Tally this data with the original data supplied by manufacturer along with the cylinder.
8. Any loss of weight must be within the permissible limit as per rule.
9. Thickness measurement of cylinder shell. This shall be taken at 4 different locations and 4 readings in each location. All these readings must be recorded properly in a register.
10. Hardness testing of cylinder materials.
11. If the thickness and the other inspection results are satisfactory then cylinder is filled with water. Allow the water to settle for 5 minutes, so that any air dissolved in water is bubbled out. Note the water column height from the manometer/glass tube.
12. Connect all necessary pipe connection for pressure testing.
13. Pressurize the cylinder up to test pressure. Pressurization must be done very slowly & gradually.
14. Once the pressure reached its test pressure. Stop the pump. Note the height of water column from the manometer/glass tube.
15. Hold the pressure for desired time (as per rule) and carry out necessary visual inspection for possible leakage etc.
16. Release the water pressure slowly (so that no water is drained out from the glass tube). Note the height of water column from the manometer/glass tube.
17. Calculate the stretch as well permanent stretch developed.
18. If the permanent stretch is found to be below 10% of the total stretch/volume expanded, then the cylinder is certified for further use/storage of compressed gas.
19. Drain out cylinder water completely.
20. Drying of the internal surface of the cylinder.
21. Inspection of testing of cylinder valve already removed from the cylinder.
22. If the valve found OK (satisfactory, re-install it on respective cylinder with proper torque. A circular inspection ring is inserted between valve & cylinder. In case the valve is defective, new valve conforming to IS 3224 may be installed on the cylinder.
23. Purge the cylinder with nitrogen and pressurize till 20 kg/cm<sup>2</sup>. Apply soap solution at valve threads for any possible leakage.
24. Punching of the necessary data (tested by which official hand stamp, test pressure, test date on the neck of the cylinder and OR inspection ring inserted between cylinder & cylinder valve.

25. The cylinder valve, if found defective , shall be replaced by the firm with a new valve of standard make confirming to IS -3224 suitable for working pressure 160 kg/cm<sup>2</sup> and test pressure of 250 kg/cm<sup>2</sup> , Valve should be LH and for Hydrogen Gas Services.
26. Ultrasonic testing of the cylinders.

## 2. 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. Service Tax certificate in proper taxable category.
- ii. PAN Card.
- iii. Valid Competency certificate as required in PQR.
- iv. Certificate for PF code (if applicable else give undertaking for non-applicability of the same).
- v. Certificate for ESI code (if applicable else give undertaking for non-applicability of the same).

## 3. Bill of Quantity:

S. No.	Item	Unit	Qty.
1.	Hiring services of peso authorized testing agency for testing of hydrogen cylinders	Nos.	400
2.	During testing of hydrogen cylinder valve by peso authorized testing agency, in case of any defect in valve, replacement of defective hydrogen cylinder valve with a new ISI marked valve confirming to is-3224, working pressure 160 kg/cm <sup>2</sup> (min) and test pressure of 250 kg/cm <sup>2</sup>	Nos.	20

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I/We agree with the above

Signature of Bidder/Contractor with Stamp

**UNPRICED PRICE BID**

**(Not to be filled. However this is to be signed and submitted with Techno-commercial Bid)**

**Tender Enquiry No.:** BHEL/HEEP/WEX-WCS/17-18/2140/20170029 DT 05.06.17

**Name of Work:** Hiring Services of PESO authorized testing agency for testing of Hydrogen Cylinders

**Date of Opening of Techno-Commercial Bid (Part-I):**27.06.2017

**Total NIT value:** Rs. 5,50,400/-

**BILL OF QUANTITY:**

Sl. No.	Item Description	Qty.	Unit	Quoted Rate in Figures (in INR)	Quoted Rate in Words (in INR)
1.	Hiring services of peso authorized testing agency for testing of hydrogen cylinders	400	Nos.	<b>NIL</b>	<b>NIL</b>
2.	During testing of hydrogen cylinder valve by peso authorized testing agency, in case of any defect in valve, replacement of defective hydrogen cylinder valve with a new ISI marked valve confirming to is-3224, working pressure 160 kg/cm <sup>2</sup> (min) and test pressure of 250 kg/cm <sup>2</sup>	20	Nos.	<b>NIL</b>	<b>NIL</b>

**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. L1 will be decided after calculating price (multiplying rate and quantity) for both Sl. no. 1 and 2) and on sum total price of Sl.1 and Sl.2.
3. Service tax shall be paid extra on actual basis.

I/We have 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.

## Check List for Tenderer

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 per PQR enclosed		
9	Copy of ST Certificate		
10	Copy of PAN card		
11	Copy of PF Certificate (if applicable) or Undertaking for non-applicability of the same.		
12	Copy of ESI Certificate (if applicable) or Undertaking for non-applicability of the same.		

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I/We agree with the above

Signature of Bidder/Contractor with Stamp

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

This is to Cert'fy 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 for .....Micro / 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

**PART-II**  
**(Price Bid)**

**Tender Enquiry No.:** BHEL/HEEP/WEX-WCS/17-18/2140/20170029 DT 05.06.17

**Name of Work:** Hiring Services of PESO authorized testing agency for testing of Hydrogen Cylinders.

**Date of Opening of Techno-Commercial Bid (Part-I): 27.06.2017**

**Total NIT value: Rs. 5,50,400/-**

**BILL OF QUANTITY:**

Sl. No.	Item Description	Qty.	Unit	Quoted Rate in Figures (in INR)	Quoted Rate in Words (in INR)
1.	Hiring services of peso authorized testing agency for testing of hydrogen cylinders	400	Nos.		
2.	During testing of hydrogen cylinder valve by peso authorized testing agency, in case of any defect in valve, replacement of defective hydrogen cylinder valve with a new ISI marked valve confirming to is-3224, working pressure 160 kg/cm2 (min) and test pressure of 250 kg/cm2	20	Nos.		

**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. L1 will be decided after calculating price (multiplying rate and quantity) for both SI. no. 1 and 2) and on sum total price of SI.1 and SI.2.
3. Service tax shall be paid extra on actual basis on submission of challan of ST deposited.

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