

**Name of work:** “Establishment of an in-premises Oxygen manufacturing plant on BOOM (Built-own-operate & maintain) basis and supply of oxygen & nitrogen gases and liquid nitrogen through it for 5 years period.”

**NIT No:** BHEL/HEEP/WEX-WCS/21-22/6310/20210070 DT.13.08.2021



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

**(Open Tender)**

**Tender Document**

**Name of Work:** “Establishment of an in-premises Oxygen manufacturing plant on BOOM (Built-own-operate & maintain) basis and supply of oxygen & nitrogen gases and liquid nitrogen through it for 5 years period.”.

**Tender Enquiry No.:** BHEL/HEEP/WEX-WCS/21-22/6310/20210070 DT.13.08.2021

**Due date of Tender Opening:** 03.09.2021

**Type of Bid:** Two Part

**Place of Submission of Tender / Bid:**

***Through email at [tendercell.heep@bhel.in](mailto:tendercell.heep@bhel.in)***

***OR***

***Through Post at “Tender Room, Purchase Deptt., 4<sup>th</sup> floor,  
Main Administrative Building, HEEP  
BHEL Haridwar-249403 (Uttarakhand)”***

1. Himanshu Arora, Dy. Manager(WEX-WCS)  
Contact Address: WCS, ADM-4, BHEL (HEEP), Haridwar-249403  
Email: [harora@bhel.in](mailto:harora@bhel.in) ;  
Phone: +91-1334-281932; Fax: +91-1334-226460
2. Shiv Charan Meena, Manager (WEX-WCS)  
Contact Address: WCS, ADM-4, BHEL (HEEP), Haridwar-249403  
Email: [shiv.charan@bhel.in](mailto:shiv.charan@bhel.in)  
Phone: +91-1334-284137; Fax: +91-1334-226460

-----

**Document can be downloaded from [www.bhel.com/](http://www.bhel.com/)  
[www.hwr.bhel.com](http://www.hwr.bhel.com)**

**Note:** All corrigenda / addenda / amendments / time extensions / clarifications, etc. to the tender will be hosted on our website i.e. [www.bhel.com](http://www.bhel.com) / [www.hwr.bhel.com](http://www.hwr.bhel.com) only and will not be published in any other media.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 with Stamp

## **DETAILS OF TENDER DOCUMENT**

The Tender document has been detailed as follows:

### **Part-I (TECHNO-COMMERCIAL BID)**

1. Cover page
2. Index
3. Notice Inviting Tender (NIT)
4. Details of Bid & Bidder (To be filled by bidder)
5. General Instructions to Tenderer
6. General Terms & Conditions of Tender
7. Pre-Qualification Requirement (PQR)
8. Special Terms & Conditions of Tender
9. Scope of Work
10. Bill of Quantity
11. Annexure-X
12. Details of Bid & Bidder (To be filled by bidder)
13. Un-price Price Bid
14. No Deviation Certificate
15. Check List for Tenderer

### **Part-II (PRICE BID)**

1. Price Bid

I/We agree with the above

Signature of Bidder with Stamp

**Name of work:** “Establishment of an in-premises Oxygen manufacturing plant on BOOM (Built-own-operate & maintain) basis and supply of oxygen & nitrogen gases and liquid nitrogen through it for 5 years period.”

**NIT No:** BHEL/HEEP/WEX-WCS/21-22/6310/20210070 DT.13.08.2021



## 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 for tender submission	<a href="mailto:tendercell.heep@bhel.in">tendercell.heep@bhel.in</a>		
Email Address for communication	<a href="mailto:harora@bhel.in">harora@bhel.in</a> ; <a href="mailto:shiv.charan@bhel.in">shiv.charan@bhel.in</a>		
Contact Person	Himanshu Arora		
NIT Key.	20210070	Dated	13.08.2021
NIT No.	BHEL/HEEP/WEX-WCS/21-22/6310/20210070 DT.13.08.2021		
<a href="http://www.bhel.com">NIT No. on www.bhel.com</a>			
<a href="http://www.hwr.bhel.com">NIT No. on www.hwr.bhel.com</a>			
Type Of Tender	<b>Open</b>		
#Tender Cost (in INR)	500 (Inclusive of Taxes) & NIL for tender downloaded from website		
EMD ( in INR )	Rs. 13,02,000/-		
Period of completion of work	60 Months		
Two Part Bid /single bid	Two Part Bid		
NIT Value (in Rs.)	-----		
Last Date of Sale of Tender	02.09.2021	Time :	02:30PM
Last Date of submission of Tender	03.09.2021	Time :	01:45PM
* Date and Time for opening of Technical Bid	03.09.2021	Time :	02:00PM
Place Of submission of Tender	Through email: <a href="mailto:tendercell.heep@bhel.in">tendercell.heep@bhel.in</a> Or 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 UDYAM/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:** “Establishment of an in-premises Oxygen manufacturing plant on BOOM (Built-own-operate & maintain) basis and supply of oxygen & nitrogen gases and liquid nitrogen through it for 5 years period.”

Contracting Executive Name: Himanshu Arora

Date:

- BHEL reserves the right to accept or reject any/ all application(s) without assigning any reason thereof.
- 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.
- BHEL will not be responsible for the loss or delay of tenders in transit in any case.
- All further corrigenda, addenda, amendments, time extensions, clarifications & etc. to the tender, if any shall only be notified on BHEL websites ([www.bhel.com](http://www.bhel.com) / [www.bhelhwr.co.in](http://www.bhelhwr.co.in)) as applicable.
- For detailed instructions/information refer the tender document on BHEL website.

I/We agree with the above

Signature of Bidder 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 environment 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 are part of tender will 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 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 is liable to 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 therein 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 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.
- 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 favourable 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 the Tender. Should any information be found incorrect subsequently, at any later stage, the Tender

I/We agree with the above

Signature of Bidder with Stamp

**Name of work:** “Establishment of an in-premises Oxygen manufacturing plant on BOOM (Built-own-operate & maintain) basis and supply of oxygen & nitrogen gases and liquid nitrogen through it for 5 years period.”

**NIT No:** BHEL/HEEP/WEX-WCS/21-22/6310/20210070 DT.13.08.2021

/ Contract shall be rejected / terminated and 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 be 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., 4<sup>th</sup> 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 SERIALLY 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 documents in support of their claim of having minimum experience of similar works and /or provide all documents as per PQR criteria.
- 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.

I/We agree with the above

Signature of Bidder with Stamp

**Name of work:** “Establishment of an in-premises Oxygen manufacturing plant on BOOM (Built-own-operate & maintain) basis and supply of oxygen & nitrogen gases and liquid nitrogen through it for 5 years period.”

**NIT No:** BHEL/HEEP/WEX-WCS/21-22/6310/20210070 DT.13.08.2021

- 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., 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.
- 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 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 first/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).***

I/We agree with the above

Signature of Bidder with Stamp

**Name of work:** “Establishment of an in-premises Oxygen manufacturing plant on BOOM (Built-own-operate & maintain) basis and supply of oxygen & nitrogen gases and liquid nitrogen through it for 5 years period.”

**NIT No:** BHEL/HEEP/WEX-WCS/21-22/6310/20210070 DT.13.08.2021

**Submission of E-mail bids:**

1. Bidders may also submit tenders/bids through email from their official email id on [tendercell.heep@bhel.in](mailto:tendercell.heep@bhel.in) . Tenders/bids submitted through email should be in pdf format with separate password protection for both techno-commercial bid and price bid. The attached file name shall carry NIT/ Enquiry number and super scribed with techno-commercial Bid and Price Bid so that both bids can be separately identified before opening. The date and time of Price Bid opening will be informed to the technically qualified bidders normally two days before date of price bid opening.

Bidder is required to share the password for opening of techno-commercial bid/ price bid through email on [tendercell.heep@bhel.in](mailto:tendercell.heep@bhel.in) after 01:45 PM (IST) on the opening date of Techno-commercial bid/ price bid. Bidder to share the relevant bid opening password only. However, if no password is received up to 04:00 PM (IST) bids will not be opened and shall be ignored.

BHEL will not be responsible for any consequences that may arise due to submission of wrong password by the bidder.

Bidder submitting offer through email shall be super scribed as per subject below:

- a. Tender Enquiry Reference no. (NIT no.) \_\_\_\_\_
  - b. Bid opening date (Part 1, Techno commercial) \_\_\_\_\_
2. Bid submission through email will be considered as consent to open the bid without physically witnessing the event.
  3. Bidders may submit EMD and tender fee through Electronic Fund Transfer credited in BHEL account (before time/ date of tender opening i.e. 01:45 PM (IST) on the scheduled date and attach receipt of online transaction along with the techno-commercial bid. BHEL account details are as below:

NAME: BHEL HEEP COLLECTION A/C

ADDRESS: RANIPUR, HARIDWAR

ACCOUNT NO. : 10667995458

IFSC CODE: SBIN0000586

**Note: -**

1. In case of any ambiguity/discrepancy 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.

I/We agree with the above

Signature of Bidder with Stamp

## **General Terms & Conditions of Tender**

### **1. GENERAL**

These general terms & conditions shall apply to all the Tender Enquiries, notice inviting tenders, request for quotations concerning the works/services contracts pertaining to Bharat Heavy Electricals Ltd., HEEP, Haridwar (hereinafter referred to as BHEL or the Purchaser). In case of placement of order these conditions will become part of Work Order (W.O.) until unless the deviations are specifically agreed by BHEL.

### **2. 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.
- (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.

I/We agree with the above  
Signature of Bidder with Stamp



**Name of work:** “Establishment of an in-premises Oxygen manufacturing plant on BOOM (Built-own-operate & maintain) basis and supply of oxygen & nitrogen gases and liquid nitrogen through it for 5 years period.”

**NIT No:** BHEL/HEEP/WEX-WCS/21-22/6310/20210070 DT.13.08.2021

- (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.

### **3. 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)
  - (iv) Fixed Deposit Receipt (FDR) issued by Scheduled banks/Public Financial Institutions as defined in the companies Act. **(FDR should be in the name of the contractor, a/c BHEL)**
- In addition to above, the EMD amount in excess of Rs. Two Lakh may also 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.

### **4. 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

I/We agree with the above  
Signature of Bidder with Stamp

**Name of work:** “Establishment of an in-premises Oxygen manufacturing plant on BOOM (Built-own-operate & maintain) basis and supply of oxygen & nitrogen gases and liquid nitrogen through it for 5 years period.”

**NIT No:** BHEL/HEEP/WEX-WCS/21-22/6310/20210070 DT.13.08.2021

- 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.

**5. 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.

**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 -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.”

UAM need not required to be notarized or attested.

**7. SETTLEMENT OF DISPUTES/ARBITRATION**

In all cases of dispute, the matter shall be referred for ARBITRATION by sole arbitrator to be appointed by the Unit Head of Bharat Heavy Electricals Ltd., at HARIDWAR. The award of the Arbitrator shall be final and binding on both the parties. The place of Arbitration shall be Haridwar.

**JURIDICTION:** The courts of Haridwar, India, shall have exclusive jurisdiction.

**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. FORCE MAJEURE CLAUSE**

Notwithstanding any other thing contained anywhere else in the contract or WO (Work Order), In case the discharge of obligation under the contract by either party is impeded or made unreasonably onerous, neither party shall be considered in breach of the contract to the extent that performance of their respective obligation is prevented by an event of Force Majeure that arises after the effective date (WO date). In the above clause, Force Majeure means an event beyond the control of the parties to the contract which prevents a party from complying with any obligation of the contract including but not limited to:

- a) Act of God (Such as but not limited to earthquake, drought, tidal waves, floods etc.).

I/We agree with the above  
Signature of Bidder with Stamp

**Name of work:** “Establishment of an in-premises Oxygen manufacturing plant on BOOM (Built-own-operate & maintain) basis and supply of oxygen & nitrogen gases and liquid nitrogen through it for 5 years period.”

**NIT No:** BHEL/HEEP/WEX-WCS/21-22/6310/20210070 DT.13.08.2021

- b) War (whether war be declared or not), Hostilities Invasion, Act of foreign enemy etc.
- c) Rebellion, revolution, insurrection, civil war etc.
- d) Contamination of Radio Activity from any nuclear fuel or from any other nuclear waste or any other hazardous materials.
- e) Riots, commotions, strike unless restricted to the employees of supplier.
- f) Acts of terrorism.
- g) Other unforeseeable circumstances beyond the control of the parties and which the affected party cannot avoid even by using its best efforts.
- h) Cancellation of contract by customer.
- i) Change in law / government. Regulation making the performance impossible.  
The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances.

Irrespective of any extension of time, if an event of force majeure occurs and its effect continues for more than 180 days the affected party shall have right to cancel the contract.

As soon as reasonably practicable following the date of commencement of a Force Majeure Event, and within a reasonable time following the date of termination of a Force Majeure Event, either Party invoking it shall submit to the other Party reasonable proof of the nature of the Force Majeure Event and of its effect upon the performance of the Party's obligations under this Agreement.

The party shall, and shall ensure that its Subcontractors shall, at all times take all reasonable steps within their respective powers and consistent with Good Operating Practices (but without incurring unreasonable additional costs) to:

- a) Prevent Force Majeure Events affecting the performance of the party's obligations under this Agreement.
- b) Mitigate the effect of any Force Majeure Event.
- c) Comply with its obligations under this Agreement.

If the war like situation has developed in a country where a seller's works is located in this W.O. or there is political instability and Indian Embassy located in that country forbids or advises for not having any business dealing with the sellers located in such zone / region/ country, then BHEL reserves the right to cancel the order.

#### **10. 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.

#### **11. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/CONTRACTORS**

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. 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”.

#### **12. IMPLEMENTATION OF INTEGRITY PACT (IP)**

Bidders shall submit Integrity Pact (IP), duly signed by its authorized signatory who signs in the offer, along with their techno-commercial bids wherever estimated tender value is Rs. 2 Crore or above. This pact shall be considered as a preliminary qualification for further participation.

I/We agree with the above  
Signature of Bidder with Stamp

**Name of work:** “Establishment of an in-premises Oxygen manufacturing plant on BOOM (Built-own-operate & maintain) basis and supply of oxygen & nitrogen gases and liquid nitrogen through it for 5 years period.”

**NIT No:** BHEL/HEEP/WEX-WCS/21-22/6310/20210070 DT.13.08.2021

**12A. INTEGRITY PACT (IP)**

i). IP is a tool to ensure that activities and transactions between the Company and its Bidders /Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitor (IEM) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

SI No	IEM	Email
1	Shri Arun Chandra Verma, IPS (Retd.)	acverma1@gmail.com
2	Shri Virendra Bahadur Singh, IPS (Retd.)	vbsinghips@gmail.com

ii). The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

iii). Please refer Section-8 of the IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the above IEM. All correspondence with the IEM shall be done through email only.

**Note:** No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department’s officials whose contact details are mentioned on the first page of tender documents.

BHEL-IP

AA:SSP:IP:R02 dtd 10.07.2018

Annexure-1

## **INTEGRITY PACT**

### **Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

**and**

\_\_\_\_\_, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

### **Preamble**

The Principal intends to award, under laid-down organizational procedures, contract/s for

\_\_\_\_\_. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### **Section 1- Commitments of the Principal**

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

  
असिस्टेंट / HIMANSHU ARORA  
उप प्रबंधक (वैतन-डब्बल्यू.सी.एस.)  
Dy. Manager (WEX-प्रमाण 1 of 5)  
बी.एस.ई.एल., (डीएम) हरिद्वार  
BHEL (HEEP), HARIDWAR

## Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

## Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

## Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to

हिमांशु अरोड़ा / Himanshu Arora  
प्रबंधक (वेक्स-डबल्यू सीएस)  
Dy. Manager (WEX-WCS)  
बी.एस.ई.एल., (डीएम) हरिद्वार  
BHEL (HEEP), HARIDWAR  
Page 2 of 5



BHEL-IP

AA:SSP:IP:RO2 dtd 10.07.2018

demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

#### **Section 5 - Previous Transgression**

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors**

- 6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.
- 6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

#### **Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

#### **Section 8 - Independent External Monitor(s)**

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

  
हिमंशु अरोड़ा / HIMANSHU ARORA  
उप प्रबंधक (वेल्स-डब्ल्यू.सी.एस.)  
Dy. Manager (WEX-WCS)  
बी.एस.ई.एल., (डीप) हरिद्वार  
BHEL (HEEP), HARIDWAR

Page 3 of 5

BHEL-IP

AA:\$SP:IP:R02 dtd 10.07.2018

- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.
- 8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word "Monitor" would include both singular and plural

#### Section 9 - Pact Duration

- 9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.
- 9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

#### Section 10 - Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

  
Himanshu Arora / HIMANSHU ARORA  
जय प्रकाश (वैमल-डब्ल्यू सी.एस.)  
Dy. Manager (WEX-WCS)  
बी.एस.ई.एस., (डीएम) हरिद्वार  
BHEL (HEEP), HARIDWAR

Page 4 of 5



BHEL-IP	AA:SSP:IP:R02 dtd 10.07.2018
---------	------------------------------

  

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

  

<p>_____</p> <p>For &amp; On behalf of the Principal</p> <p>(Office Seal)</p> <p>Place:_____</p> <p>Date:_____</p> <p>Witness:_____</p> <p>(Name &amp; Address) _____</p> <p>_____</p>	<p>_____</p> <p>For &amp; On behalf of the Bidder/ Contractor</p> <p>(Office Seal)</p>  <p>Witness:_____</p> <p>(Name &amp; Address) _____</p> <p>_____</p>
---	--

  



**हिमांशु अरोड़ा / HIMANSHU ARORA**  
उप प्रबंधक (वैद्युत-इन्जियरी एल.)  
Dy. Manager (WEL. WCS)  
बी.एल.ई.एल., (डीए) हरिद्वार  
BHEL (HEEP), HARIDWAR

**13. 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.

**14. RIGHT OF ACCEPTANCE**

- a) BHARAT HEAVY ELECTRICALS LIMITED HARIDWAR reserves the right to reject any or all the bids / quotations without assigning any reason thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Bidders should be prepared to accept order for reduced quantity without any extra charges.
- b) Any discount /revised offer / bids submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer / bid submission (Part-1). Conditional discounts shall not be considered for evaluation of tenders.
- c) Unsolicited discounts / revised offers / bids given after Part-1 bid opening shall not be accepted. No change in price will be permitted within the validity period asked for in the tender enquiry.
- d) In case of changes in scope and / or technical specification and / or commercial terms & conditions having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. In case a bidder opts to submit revised price bid instead of impact called for then the latest price bid shall prevail. However, in both situations, original price bid will be necessarily opened.
- e) The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned after finalization of contract. EMD shall be forfeited in the event of bidder opting out after tender opening.
- f) BHEL reserves the right to short close the existing Purchase Order / Rate Contract / Work Order or any extension thereof at any stage.

**15. PRICE SCHEDULE**

- a) Kindly quote your prices in figures and words both. In case of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L1 status.
- b) Applicable IGST / CGST / SGST and any other statutory levy should be indicated separately and clearly in the bid / quotation  
**NB:** Financial evaluation of L1, L2 ....Status will be on the basis of Landed Cost to BHEL.

**16. 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,  
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

**Name of work:** “Establishment of an in-premises Oxygen manufacturing plant on BOOM (Built-own-operate & maintain) basis and supply of oxygen & nitrogen gases and liquid nitrogen through it for 5 years period.”

**NIT No:** BHEL/HEEP/WEX-WCS/21-22/6310/20210070 DT.13.08.2021

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-

- Timely raising & submission of GST compliant Invoices
- Timely receipt of Goods & Services
- Timely and correct payment of applicable GST by supplier/contractor
- Timely filing of return
- 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.

VIII. As per the extant GST rules, as of now it is not mandatory to file returns immediately and ITC has been allowed on self-declaration. In view of the changed scenario, the payment of GST shall made to the contractors simultaneously with their work/services invoices. The Contractors / vendors shall need to submit the undertaking as per the following format before such GST payments. However in case the availability of ITC on self-declaration is discontinued at the time of submission of invoice then the clause II above shall be applicable.

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

We hereby undertake that:

- 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

- Goods and Service Tax charged in the Bill / Invoice shall be paid by us within due time.
- 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.
- In the event of any non-compliance on our part, We indemnify BHEL for any financial burden / loss on account of GST / interest / penalty.
- 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.

I/We agree with the above  
Signature of Bidder with Stamp

**Name of work:** “Establishment of an in-premises Oxygen manufacturing plant on BOOM (Built-own-operate & maintain) basis and supply of oxygen & nitrogen gases and liquid nitrogen through it for 5 years period.”

**NIT No:** BHEL/HEEP/WEX-WCS/21-22/6310/20210070 DT.13.08.2021

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:

- IX. The provisional GST registration number of Bharat Heavy Electrical Ltd, Heavy Electricals Equipment Plant, Ranipur, Haridwar is “05AAACB4146P1ZL” with state Code as “05” and State Name as “Uttarakhand”.

## **17. 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 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.

## **18. PUBLIC PROCUREMENT PREFERENCE TO MAKE IN INDIA, ORDER 2017**

For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 29.05.2019 & 04.06.2020 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ PO/WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.

## **19. OVERWRITING IN PRICE BIDS**

Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else shall be liable for rejection.

## **20. GENERAL NOTES**

- a. 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.
- b. 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.
- c. The contractor shall not employ any worker less than 18 years of age during execution of his work.
- d. In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.  
In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).  
Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.”
- e. 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.

I/We agree with the above  
Signature of Bidder with Stamp

**Name of work:** “Establishment of an in-premises Oxygen manufacturing plant on BOOM (Built-own-operate & maintain) basis and supply of oxygen & nitrogen gases and liquid nitrogen through it for 5 years period.”

**NIT No:** BHEL/HEEP/WEX-WCS/21-22/6310/20210070 DT.13.08.2021

- f. The contractors are advised to see the site before quoting the rates.
- g. BHEL reserves the right to award only a fraction or part of the work given in the bill of quantity.
- h. 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.
- i. L1 may also be decided based on Reverse Auctioning based on the discretion of BHEL.
- j. BHEL does not bind themselves to accept the lowest tender or any tender or to give any reason for their decision.
- k. 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.
- l. The evaluation currency for this tender shall be **INR**.
- m. The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.  
In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

**Name of work:** “Establishment of an in-premises Oxygen manufacturing plant on BOOM (Built-own-operate & maintain) basis and supply of oxygen & nitrogen gases and liquid nitrogen through it for 5 years period.”

**NIT No:** BHEL/HEEP/WEX-WCS/21-22/6310/20210070 DT.13.08.2021

**PRE-QUALIFICATION REQUIREMENT (PQR)**

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

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>	
<b>1.</b>	<p><b>a. Bidders who are manufacturer/authorized by principal manufacturers of oxygen manufacturing plant have supplied minimum 1 no. of oxygen manufacturing plant of oxygen generation capacity of 250 m<sup>3</sup>/hr. or more with minimum pressure of 12 kg/cm<sup>2</sup> in last 7 years ending last day of month previous to the month of NIT publishing. The order values are as per below clauses i., ii. &amp; iii.</b></p> <p align="center"><b>OR</b></p> <p>Bidders who have executed/ are executing <b>work order/ purchase order</b> of providing <b>utility service(s)</b> which includes installation, commissioning, running &amp; maintenance of utlit(y/ies) like (at least one of) oxygen or oxygen &amp; nitrogen facility of oxygen generation capacity of 250 m<sup>3</sup>/hr or more, which has been/ is under operation in the last 7 years ending last day of month previous to the month of NIT publishing, of the following order values (including values of contract in extension, if any):</p> <p>i. Not less than of Rs. 520.80 Lakh (without GST) against <b>one work order/ purchase order</b></p> <p align="center"><b>OR</b></p> <p>ii. Not less than of Rs. 325.50 Lakh (without GST) against each of two <b>work order/ purchase order</b></p> <p align="center"><b>OR</b></p> <p>iii. Not less than of Rs. 260.40 Lakh (without GST) against each of three <b>work order/ purchase order</b></p> <p><i>(Bidder must submit Work order(s)/ Purchase order(s) copy(ies))</i></p> <p><b>b.</b> The oxygen or oxygen &amp; nitrogen facility should be operational/ should have operated successfully for a minimum period of two years: <i>(Bidder must submit performance/ satisfactory operation/ commissioning certificate(s))</i></p> <p><b>c.</b> Average annual financial turn over during the last 3 years, ending 31<sup>st</sup> March of 2021 should be at least Rs. <b>195.30</b> Lakh. <i>(Bidder must submit audited balance sheets for FYs 2017-18, 2018-19, 2019-20 &amp; 2020-21 (if available). Last three balance sheets shall be considered for this purpose.)</i></p>	

I/We agree with the above  
Signature of Bidder with Stamp

**Name of work:** “Establishment of an in-premises Oxygen manufacturing plant on BOOM (Built-own-operate & maintain) basis and supply of oxygen & nitrogen gases and liquid nitrogen through it for 5 years period.”

**NIT No:** BHEL/HEEP/WEX-WCS/21-22/6310/20210070 DT.13.08.2021

**Note: -**

1. For verification purpose all submitted documents shall be self-attested and stamped by the bidder.
2. Work /Purchase Order copies and their **commissioning/ performance/ satisfactory operation/ certificates** must be from the end user of the gaseous oxygen/ oxygen & nitrogen plant.
3. BHEL reserves the right to verify the information provided through suitable means viz. e-mail, telephonically, video calling or visit of BHEL team as per discretion of BHEL. Vendor shall also agree to facilitate the visit of BHEL team to his customer’s premises, if considered necessary by BHEL. Travel, boarding and lodging expenditure for such visits shall be borne by BHEL.

## **SPECIAL TERMS & CONDITIONS OF TENDER**

### **1. Payment Terms:**

- (a) No advance payment shall be made to the vendor.
- (b) Bill shall be paid through E-payment only after submission of E-payment form duly filled (Form will be provided by BHEL).
- (c) Payment shall be made according to readings of inline mass flow meters for Oxygen & Nitrogen gases plus Oxygen gas filled in Cylinders and Liquid Nitrogen filled in containers on monthly basis.
- (d) No Additional payment shall be paid by BHEL for setting up of Plant.
- (e) Vendor will have to submit bill by 7<sup>th</sup> of every month for the supplies provided during the previous month.
- (f) All payment will be subject to statutory deduction as per applicable statute.
- (g) GST shall be paid as per actuals as applicable subject to compliance of all the applicable rules and procedures as envisaged in the GST regime as amended from time to time.

### **2. Late Delivery, Excess Power Consumption and other Penalty Clauses:**

- (a) Vendor shall have to start supply of gaseous oxygen and nitrogen & liquid nitrogen to BHEL within **120 days from date of W.O./LOI (Letter of intent)**. LD/Penalty @ 0.5% per week to the maximum of 10% of total contract value shall be imposed in case of delay beyond 120 days in the establishment of the plant and related facilities and the supply of gases therefrom.

- (b) **Penalty for failure to supply of oxygen gas/nitrogen gas/liquid nitrogen:** - In case of failure to supply the required oxygen gas/nitrogen gas/liquid nitrogen during contract period after first supply of oxygen & nitrogen gases and liquid nitrogen, a penalty on any given day due to reasons attributed to vendor shall be as below:

**Penalty = (R-S) x 2P**

**Where,**

**R** is maximum demand of oxygen gas/nitrogen gas/liquid nitrogen for the day in case of complete supply failure or average of last 7 working days' consumption in case of partial supplies.

**S** is actual quantity of supplied oxygen gas/ nitrogen gas/ liquid nitrogen on the given date.

**P** is contracted per unit rate of oxygen gas/ nitrogen gas/ liquid nitrogen.

**Or else,** Vendor has to arrange/ensure the availability of oxygen & nitrogen gases and liquid nitrogen free of cost by alternate means whatsoever.

- (c) Vendor shall not be penalised for the non-availability of oxygen & nitrogen gases from Oxygen plant for the reasons not attributable to vendor.
- (d) **For Excess Power Consumption-** If actual power consumption during running of plant exceeds beyond maximum power consumption based on allowable power consumption limits specified in clause no. 1.1(h) of Scope of Work, then a penalty for Excess Power Consumption shall be charged at the **1.5 times (0.5 times on account of penalty)** the normal prevailing month's rate of power. This calculation shall be done on monthly basis. The power consumption up to the limit calculated based on Clause 1.1(h) of Scope of Work shall be provided free of cost. Any excess consumption shall be penalized as per this clause.
- (e) Late delivery penalty as above for (a), (b) & (d) will be deducted from contractor's subsequent running bill/ available dues.
- (f) Vendor has to take out all equipment through material gate within one month after expiry of contract period failing which penalty as per below clause shall be levied on the delay.
- (g) Vendor has to dismantle all equipment within 15 days after expiry of contract period and handover site to HEEP, failing to which, penalty of Rs. 50,000 per week shall be imposed. Alternative site for storage of dismantled equipment till their transportation out of BHEL, premises will be provided by BHEL. However, no penalty will be levied if delay is because of reasons attributed to BHEL.



**Name of work:** “Establishment of an in-premises Oxygen manufacturing plant on BOOM (Built-own-operate & maintain) basis and supply of oxygen & nitrogen gases and liquid nitrogen through it for 5 years period.”

**NIT No:** BHEL/HEEP/WEX-WCS/21-22/6310/20210070 DT.13.08.2021

- (h) All above LD/Penalty from (a) to (g) are mutually exclusive and shall be levied/recovered without any maximum ceiling except that of at (a).

**3. Quantity Measurement:**

- (a) The quantity of gaseous Oxygen and Nitrogen shall be measured inline (in M<sup>3</sup>) through Oxygen Gas and Nitrogen Gas Mass Flow meter (Digital/Electronic). Oxygen Gas shall also be supplied through Industrial/medical Oxygen Cylinders of following ratings as per requirement: -
- 80 Litres (standard rating of 10.4 m<sup>3</sup> at Pressure 130 Kg/Cm<sup>2</sup>).
  - 46.7 Litres (standard rating of 6.07 m<sup>3</sup> at Pressure 130 Kg/Cm<sup>2</sup>).
  - 11 Litres (standard rating of 1.43 m<sup>3</sup> at Pressure 130 Kg/Cm<sup>2</sup>).
  - Other than above as per requirement
- (b) The Flow meters shall be installed at final output of oxygen plant, one each for Oxygen and Nitrogen gas line separately.
- (c) Mass Flow meters shall have recording facility with LED/LCD digital display for flow rate, pressure, totalizer, cumulative quantity, remote display and shall have pressure & temperature compensation for accurate reading.
- (d) Mass flow meters shall be calibrated by NABL accredited third party/LAB/Competent person annually or more frequently as required.
- (e) The readings of Flow meter for mass flow will be recorded/noted at 08:00 AM every day except Sundays & Holidays.
- (f) Unit of Oxygen & Nitrogen Measurement shall be M<sup>3</sup> (Cubic Meter).

**4. Man Power & Wage Payment:**

- (a) Vendor has to ensure that the plant is operated in all three shifts on every working day as well as on Sundays and Holidays (as per demand), Vendor should deploy capable operators and supervisor (who must be capable of operating & maintaining the plant) to operate the plant. Vendor has to ensure minimum wage payment to their employee as per applicable rules/ statutory guidelines.
- (b) BHEL will not provide any accommodation to any employee/ workmen of vendor.
5. The operation of the licensed premises shall be under the supervision of persons having knowledge of the equipment being used and who are trained in handling the compressed gas, and well aware of the hazards associated with the compressed gas and firefighting operation.
6. **Period of Contract:** The contract will be valid for five (05) years from the date of commencement of supply of gaseous oxygen/ nitrogen and liquid nitrogen supply to BHEL.
7. **Rental Charge of Equipment:** BHEL will not provide rental charges for any equipment/ set up installed or brought-in for use.
8. Bidders are requested to visit the site before submitting the offer.
9. For softening of water, vendor has to make their own arrangement.
10. Ownership of land as well as anything lying in BHEL premises, other than those installed by vendor, which were originally owned by BHEL shall remain property of BHEL and no claim on any ground will be entertained.

**Name of work:** “Establishment of an in-premises Oxygen manufacturing plant on BOOM (Built-own-operate & maintain) basis and supply of oxygen & nitrogen gases and liquid nitrogen through it for 5 years period.”

**NIT No:** BHEL/HEEP/WEX-WCS/21-22/6310/20210070 DT.13.08.2021

## Scope of Work

Sl. No.	Details	Requirement from vendor	Vendor Response
<b><u>Vendor's Scope</u></b>			
1.0			
	a) Supply of gaseous Oxygen and Nitrogen to HEEP's production shops at pressure of <b>12-16 Kg/cm<sup>2</sup></b> at all times as per requirement. Bidder to note that the maximum distance at usage end shall be 2000 m from supply point.	Vendor to confirm & specify supply pressure	
	b) Supply of Liquid Nitrogen, in BHEL owned containers as per demand from production shops. Containers for this purpose shall be provided by BHEL at the oxygen plant.	Vendor to confirm	
	c) Establishment of Oxygen/Nitrogen Manufacturing Plant with a <b>minimum</b> oxygen generation capacity of <b>250 M<sup>3</sup>/hr.</b> for the supply of the above items (Sl. Nos. 1.a & 1.b).	Vendor to specify capacity of the plant	
	d) Single plant having compressor unit(s) as per requirement along with appropriate air separation unit and all required accessories/auxiliaries.	Vendor to specify plant type.	
	e) Vendors shall arrange approvals for operating the plant from <b>CCOE</b> (Chief Controller of Explosives) and comply with all statutory regulations as required.	Vendor to confirm	
	f) Any other items which are not covered but essentially required for smooth functioning and safety of the plant, shall also be in the bidder's scope.	Vendor to confirm	
	g) Oxygen and Nitrogen gases and liquid Nitrogen to be provided through an established/relocated/modern plant.	Vendor to specify & confirm	

I/We agree with the above  
Signature of Bidder with Stamp

**Name of work:** “Establishment of an in-premises Oxygen manufacturing plant on BOOM (Built-own-operate & maintain) basis and supply of oxygen & nitrogen gases and liquid nitrogen through it for 5 years period.”

**NIT No:** BHEL/HEEP/WEX-WCS/21-22/6310/20210070 DT.13.08.2021

	h) The plant needs to cater to highest level of energy efficiency. Electrical Energy consumption by the plant shall be aggregate of electrical energy consumed in generation of gaseous oxygen & nitrogen and liquid nitrogen. Maximum allowed limit of the energy consumption shall be <b>1.0KWhr/m<sup>3</sup></b> for Oxygen gas & <b>0.30KWhr/m<sup>3</sup></b> for Nitrogen and <b>5.0KWhr/Ltr.</b> for Liquid Nitrogen. The allowed power consumption shall be based on higher of the minimum assured monthly consumption or actual delivered gases and liquid nitrogen with calculations on monthly basis. Excess power consumption (Energy inefficiency) will be penalized as per clause 2(d) of Special terms & condition and considered on monthly basis.	Vendor to confirm	
2.0	<b><u>SPECIFICATION OF EQUIPMENT</u></b>		
2.1	<p>a. Complete oxygen manufacturing plant should be established <b>under one roof.</b></p> <p>b. Performance variation: <math>\pm 5\%</math> of rated capacity is permitted.</p> <p>c. The vendor may use the available Oxygen and Nitrogen storage facility at BHEL HEEP Haridwar site (available storage facilities as per clause 16.e of Scope of work). The same is to be maintained by the Vendor (if used) along with their facility.</p> <p>d. <b>Power supply:</b> Control/starter/power panel for the plant shall be in vendor's scope. BHEL will provide single point, 3 phase, 3-Wire, 415V, 50Hz power supply with earth to the vendor's first panel. All cabling work beyond Vendor's first panel shall be in vendor's scope. The motors used should be of high energy efficiency grade and <b>minimum energy efficiency grade shall be IE2.</b></p> <p>e. All auxiliary equipment/parts like Valves, piping, gauges, cooling tower, control panel, cable, Flow meter &amp; Energy Meter etc. of Oxygen plant shall be suitable for medical oxygen use and in Vendor's scope.</p>	Vendor to confirm	<p>a.</p> <p>b.</p> <p>c.</p> <p>d.</p> <p>e.</p>
3.0	<b><u>OXYGEN/NITROGEN CONSUMPTION</u></b>		
	<p>The <b>daily</b> oxygen gas requirement is <b>2000-3000 M<sup>3</sup></b> on working days. The estimated monthly oxygen consumption will be <b>62,500 M<sup>3</sup><math>\pm 20\%</math> through pipeline as well as cylinder filling.</b></p> <p>The <b>daily</b> Nitrogen gas requirement is <b>3200-4800 M<sup>3</sup></b> on working days. The estimated monthly Nitrogen consumption will be <b>1,00,000 M<sup>3</sup><math>\pm 20\%</math>.</b></p> <p>Liquid Nitrogen requirement through containers will be throughout the year as per demand of production shops.</p>	Vendor have to confirm to fulfil the daily requirements	

I/We agree with the above  
Signature of Bidder with Stamp

**Name of work:** “Establishment of an in-premises Oxygen manufacturing plant on BOOM (Built-own-operate & maintain) basis and supply of oxygen & nitrogen gases and liquid nitrogen through it for 5 years period.”

**NIT No:** BHEL/HEEP/WEX-WCS/21-22/6310/20210070 DT.13.08.2021

	<p>Maximum demand on any day shall be limited to <b>200 Liters</b>. However Annual consumption shall be <b>18,000 Litres ±20%</b>.</p> <p>Even though Vendor shall be paid at minimum assured monthly consumption for the concerned items in case of under-consumption or at actuals. However, such cumulative under-consumption shall be balanced with over-consumption wherever it occurs and settled/closed FY (Financial Year) wise with no carry forward to next FY.</p> <p>Overall Control shall be on FY wise basis; the under consumption/over consumption shall be managed on annual basis and shall be closed at completion of each financial year. However, in the first &amp; last years of contract period, the minimum assured quantities shall be calculated on pro-rata basis.</p>		
4.0	<b><u>ANNUAL &amp; MONTHLY MINIMUM ASSURED QUANTITY</u></b>		
	<p>a. Minimum assured quantity of oxygen supply will be <b>7,50,000.00 M<sup>3</sup></b> annually and <b>62,500.00 M<sup>3</sup></b> monthly.</p> <p>b. Minimum assured quantity of nitrogen supply will be <b>12,00,000.00 M<sup>3</sup></b> annually and <b>1,00,000.00 M<sup>3</sup></b> monthly.</p> <p>c. Minimum assured quantity of liquid nitrogen supply will be <b>18,000.00 Litres</b> annually.</p>	Vendor to confirm	
5.0	<b><u>QUALITY OF OXYGEN &amp; NITROGEN</u></b>		
	<p>Oxygen &amp; Nitrogen shall be supplied in <b>gaseous form</b> and their purity should be <b>min. 99.5% for Oxygen &amp; min. 99.1% for Nitrogen</b>. The <b>purity test</b> (As per IS 309 of 2005) shall be done by vendor on <b>daily basis</b> which may be witnessed by BHEL Staff. Vendor shall also submit <b>Purity Test Certificate</b> on <b>daily</b> basis.</p> <p>If the purity levels fall below the above mentioned levels at any time, Vendor is bound to take immediate action compulsorily to regain and maintain the required purity level.</p>	Vendor to confirm & specify the purity parameters.	
6.0	<b><u>QUALITY OF MEDICAL OXYGEN</u></b>		
	<p><u>Medical Grade Oxygen</u> (as per prevailing standards for use in hospitals) is to be supplied for use of BHEL Haridwar Hospital through cylinders. Arranging Manufacturing Drug License in the name of <b>HEEP, BHEL Ranipur, Haridwar</b> for generation and sale of Medical grade oxygen shall also be in Vendor's scope; Transportation of the cylinders shall be in BHEL's scope.</p>	Vendor to confirm	
7.0	<b><u>QUALITY OF LIQUID NITROGEN</u></b>		
	<p>Liquid Nitrogen, of minimum purity of 99.1% to be filled in BHEL owned containers as per demand from production Shops. License for Supply of Liquid Nitrogen shall also be in Vendor's scope (as required).</p>		

I/We agree with the above  
Signature of Bidder with Stamp

**Name of work:** “Establishment of an in-premises Oxygen manufacturing plant on BOOM (Built-own-operate & maintain) basis and supply of oxygen & nitrogen gases and liquid nitrogen through it for 5 years period.”

**NIT No:** BHEL/HEEP/WEX-WCS/21-22/6310/20210070 DT.13.08.2021

8.0	<b><u>LICENCES AND PERMITS</u></b>		
	All the required licenses and permits shall be in the name of HEEP, BHEL, Ranipur, Haridwar.	Vendor to confirm	
9.0	<b><u>ERECTION AND COMMISSIONING</u></b>		
	a. Complete Erection & Commissioning (Including modification of existing foundation, if required and related civil work) of oxygen manufacturing plant up to final output of Flow meters shall be carried out by vendor. Bidder is advised to visit the site prior to quoting to understand the ground situation and requirements. b. Any other items which are not covered but essentially required for smooth functioning and safety of the plant, shall be in the vendor's scope.	Vendor to confirm	a.  

I/We agree with the above  
Signature of Bidder with Stamp

12.0	<b><u>SAFETY &amp; STATUTORY REQUIREMENT</u></b>			
	<p>a. All pressure vessels shall conform to <b>SMPV (Static and Mobile Pressure Vessels) rules</b>. Vendor will take necessary permission/ license to store oxygen/nitrogen from CCOE (as required) on behalf of BHEL including approval of layout &amp; necessary equipment/storage at their cost (including license &amp; its renewal fee).</p> <p>b. The <b>renewal of license</b> for total set up shall be in vendor's scope. Vendor should ensure proper safety of all their equipment, materials and plant belonging the vendor or BHEL.</p> <p>c. Vendor shall be responsible for <b>enforcing all safety rules and regulations</b> as applicable at the work place as well as notified from time to time.</p> <p>d. Vendor should also ensure necessary <b>insurance</b> for their set up against theft, damage or fire etc. BHEL will not be responsible for any kind of damage to the vendor's equipment.</p> <p>e. HEEP BHEL Haridwar, <b>shall not be held responsible for any legal</b> or other disputes, related to Oxygen/Nitrogen Manufacturing unit of Vendor, within or outside of BHEL premises, concerning man, machine or anything what so ever.</p> <p>f. Any accident in the oxygen plant or due to oxygen plant <b>will have no responsibility of HEEP, BHEL Haridwar</b>. It shall be the sole responsibility of the vendor.</p> <p>g. The vendor <b>shall comply</b> with <b>all applicable rules/legal</b> requirement of Central &amp; state Govt. This shall include Factory act/rules, Environment law, The Petroleum and Explosives Safety Organization (<b>PESO</b>) rules, PF/ESI rules, taxes &amp; excise duty rules, etc.</p> <p>h. The vendor shall <b>provide PPEs</b> free of cost, like safety belt, helmet, shoes, hand gloves etc., as deemed fit, which are obligatory/ statutory, to their workmen/staff and ensure its proper use while working in the plant.</p>	Vendor to confirm	<p>a.</p> <p>b.</p> <p>c.</p> <p>d.</p> <p>e.</p> <p>f.</p> <p>g.</p> <p>h.</p>	
13.0	<b><u>TEST CERTIFICATES</u></b>			
	<p>a. Vendor shall submit copy of test certificate of Oxygen &amp; Nitrogen storage tanks, Safety Relief Valve (SRV) test certificates etc. conforming to standard prevailing practices.</p> <p>b. Vendor shall arrange for periodic calibration of gaseous oxygen &amp; nitrogen flow meters and pressure gauges by NABL accredited third party.</p> <p>c. Testing of Vessels/ equipment/SRVs shall be ensured as per CCOE (Chief Controller of Explosives) guidelines/ SMPV (Static and Mobile Pressure Vessels) Rules (specially SMPV rule 18 &amp; 19).</p>	Vendor to confirm	<p>a.</p> <p>b.</p> <p>c.</p>	

I/We agree with the above  
Signature of Bidder with Stamp

**Name of work:** “Establishment of an in-premises Oxygen manufacturing plant on BOOM (Built-own-operate & maintain) basis and supply of oxygen & nitrogen gases and liquid nitrogen through it for 5 years period.”

**NIT No:** BHEL/HEEP/WEX-WCS/21-22/6310/20210070 DT.13.08.2021

14.0	<b><u>STOCK/STORAGE BACK-UP LEVEL/FACILITY</u></b>		
	The oxygen & nitrogen gases stock should be maintained by vendor in such a way that it can meet the peak demand at any time.	Vendor to confirm	
15.0	<b><u>OPERATION AND MAINTENANCE</u></b>		
	a. Complete Operation & Maintenance of entire plant will be on continuous basis and under vendor's scope. b. Vendor shall have to maintain sufficient inventory of spares to attend the breakdowns on immediate basis, if it occurs.	Vendor to confirm	a.  b.
16.0	<b><u>BHEL'S Scope</u></b>		
	<p>a. BHEL will provide Power supply, untreated Water at one point and covered area.</p> <p>b. <b>The plinth area of covered area is 18X19.5 m<sup>2</sup>, height 7.60 meter.</b> Beyond this no covered area shall be provided.</p> <p>c. Adjacent <b>open space</b>, if required can also be used with prior permission from HEEP.</p> <p>d. If vendor wants to increase height of building, then that will be under vendor's scope at their cost but after taking permission &amp; clearance from HEEP BHEL.</p> <p>e. <b>BHEL has storage facility of Oxygen and Nitrogen as per below details: -</b></p> <p>1) <u>Storage Facility of Oxygen Gas –</u></p> <ul style="list-style-type: none"> <li>Two vessels each of <i>water capacity 3400 Litres</i> per vessel at rated pressure of 150 Kg/Cm<sup>2</sup></li> <li>Approx. 317 Nos. Oxygen Gas Cylinders of water capacity 46.7 Liters.</li> </ul> <p>2) <u>Storage Facility of Nitrogen Gas –</u></p> <p>One vessel of <i>water capacity 75,500 Litres</i> at rated pressure of 23 Kg/Cm<sup>2</sup>.</p> <p>The above storage facility may be used by the vendor. However, all maintenance, periodical testing, SRV calibration, visual inspection from competent authority etc. of vessels/cylinders as per SMPV Rules /Gas Cylinder rules/Factory act etc. shall be in vendor's scope.</p>		

I/We agree with the above  
Signature of Bidder with Stamp

**Name of work:** “Establishment of an in-premises Oxygen manufacturing plant on BOOM (Built-own-operate & maintain) basis and supply of oxygen & nitrogen gases and liquid nitrogen through it for 5 years period.”

**NIT No:** BHEL/HEEP/WEX-WCS/21-22/6310/20210070 DT.13.08.2021

### **Bill of Quantity**

<b>S.No.</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>
1	Supply of Oxygen Gas on BOOM (Built-Own-Operate & Maintain) basis.	QM	3750000
2	Supply of Nitrogen Gas on BOOM (Built-Own-Operate & Maintain) basis.	QM	6000000
3	Supply of Liquid Nitrogen on BOOM (Built-Own-Operate & Maintain) basis.	Litre	90000

I/We agree with the above  
Signature of Bidder with Stamp



**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-II)..... dt:....., 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**

**Name of work:** “Establishment of an in-premises Oxygen manufacturing plant on BOOM (Built-own-operate & maintain) basis and supply of oxygen & nitrogen gases and liquid nitrogen through it for 5 years period.”

**NIT No:** BHEL/HEEP/WEX-WCS/21-22/6310/20210070 DT.13.08.2021

**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) **Email Id and Contact No. of the Bidder:** \_\_\_\_\_

(i) **PAN No. Of Bidder (A copy of PAN Card to be submitted** \_\_\_\_\_

**Name of work:** “Establishment of an in-premises Oxygen manufacturing plant on BOOM (Built-own-operate & maintain) basis and supply of oxygen & nitrogen gases and liquid nitrogen through it for 5 years period.”  
**NIT No:** BHEL/HEEP/WEX-WCS/21-22/6310/20210070 DT.13.08.2021

### **UN-PRICED PRICE BID**

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

**Date of Opening of Techno-commercial Bid (PART-1):** 03.09.2021

**EMD value:** Rs. 13,02,000/-

**Period of Completion:** 60 Months

Sl. No.	Description	Unit	Quantity (A)	Unit Rate in (Rs) (B)		Amount in Figures (Rs) (AxB)
				In Figures	In Words	
1	Supply of Oxygen Gas on BOOM (Built-Own-Operate & Maintain) basis.	QM	3750000	X X X X X	X X X X X	X X X X X
2	Supply of Nitrogen Gas on BOOM (Built-Own-Operate & Maintain) basis.	QM	6000000	X X X X X	X X X X X	X X X X X
3	Supply of Liquid Nitrogen on BOOM (Built-Own-Operate & Maintain) basis.	Litre	90000	X X X X X	X X X X X	X X X X X
	<b>Total Value of Work for 5 Years</b>	In Figures		X X X X X		
		In Words		X X X X X		

**NOTE:**

- (i) GST shall be paid extra on actual basis.
- (ii) Since a single facility is to be established for supply of above 03 items as per specified quantities therefore L-1 to be finalized on lump-sum basis i.e. the total cost of oxygen gas, nitrogen gas and liquid nitrogen.
- (iii) Rates of Oxygen & Nitrogen gases and Liquid Nitrogen shall remain firm for the entire contract period.
- (iv) Rates should be quoted in figures as well as words. No. cutting/over writing is allowed in Rates. In case of contradiction between rates quoted in figures and words, the same mentioned in words will prevail.

I/We agree with the above  
 Signature of Bidder with Stamp

**Name of work:** “Establishment of an in-premises Oxygen manufacturing plant on BOOM (Built-own-operate & maintain) basis and supply of oxygen & nitrogen gases and liquid nitrogen through it for 5 years period.”  
**NIT No:** BHEL/HEEP/WEX-WCS/21-22/6310/20210070 DT.13.08.2021

### **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.

## **Check List for Tenderer**

<b>Sr. No.</b>	<b>Details of Criteria</b>	<b>Yes/ No</b>	<b>Please fill the Detail/ Remarks/ Reference of documents attached in support of each point.</b>
1	Ink Signed & stamped on each page of Techno-commercial bid		
2	Ink Signed & Stamped on each page of supporting Document		
3	Only Signed & stamped <b>Un-priced Price Bid.</b>		
4	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		
5	Quoted <b>Price Bid</b> duly filled, signed and stamped, should be submitted separately in sealed envelope.		
6	MSME Documents (if applicable) self-attested		
7	Copy of GST Certificate.		
8	Copy of PAN card		

**Name of work:** “Establishment of an in-premises Oxygen manufacturing plant on BOOM (Built-own-operate & maintain) basis and supply of oxygen & nitrogen gases and liquid nitrogen through it for 5 years period.”  
**NIT No:** BHEL/HEEP/WEX-WCS/21-22/6310/20210070 DT.13.08.2021

## **PRICE BID (PART-II)**

**Date of Opening of Techno-commercial Bid (PART-1):** 03.09.2021

**EMD value:** Rs. 13,02,000/-

**Period of Completion:** 60 Months

Sl. No.	Description	Unit	Quantity (A)	Unit Rate in (Rs) (B)		Amount in Figures (Rs) (AxB)
				In Figures	In Words	
1	Supply of Oxygen Gas on BOOM (Built-Own-Operate & Maintain) basis.	QM	3750000			
2	Supply of Nitrogen Gas on BOOM (Built-Own-Operate & Maintain) basis.	QM	6000000			
3	Supply of Liquid Nitrogen on BOOM (Built-Own-Operate & Maintain) basis.	Litre	90000			
	<b>Total Value of Work for 5 Years</b>	In Figures				
		In Words				

**NOTE:**

- (i) GST shall be paid extra on actual basis.
- (ii) Since a single facility is to be established for supply of above 03 items as per specified quantities therefore L-1 to be finalized on lump-sum basis i.e. the total cost of oxygen gas, nitrogen gas and liquid nitrogen.
- (iii) Rates of Oxygen & Nitrogen gases and Liquid Nitrogen shall remain firm for the entire contract period.
- (iv) Rates should be quoted in figures as well as words. No. cutting/over writing is allowed in Rates. In case of contradiction between rates quoted in figures and words, the same mentioned in words will prevail.

I/We agree with the above  
Signature of Bidder with Stamp