

## NOTICE INVITING TENDER

**NIT NO: BHEL/FP/WEX/NIT/14-15/03**

**Date 27.02.2014**

Fabrication Plant (FP) of BHEL at Jagdishpur Industrial Area invites sealed bid in two part (Part I; Techno & un-priced Commercial Bids; Part II: Price Bid) for the following work from experienced and financially sound bidders fulfilling qualifying criteria contained in the enclosed tender document:

Name of Work	<b>INSTALLATION OF COMPRESSED AIR DISTRIBUTION SYSTEM AT FABRICATION PLANT</b>
Work Completion Period	90 Days
Earnest Money	Rs.20,000/- as per details given in tender document.
Tender Cost (Non-refundable)	Rs. 500/- as per details given in tender document.
Due date & Time of Bid submission	On or before 20.03.2014, 14:30 Hrs.
Due date & Time of Bid opening	On 20.03.2014, 15:00 Hrs.
Venue for submission & opening of tender	Tender Box- Administrative Building Centralised Stamping Unit & Fabrication Plant Jagdishpur Industrial Area, Distt. Amethi- 227817 (U.P.) INDIA

Note:

1. Complete tender documents can be downloaded from following BHEL websites:
  - a. <http://www.bhelcsufp.in/tenders.html>
  - b. [www.bhel.com/tender.php](http://www.bhel.com/tender.php)
2. All subsequent corrigendum/amendment shall be published only on website and not through press advt. Hence, bidders are advised to always be in touch with our said website until the tender is finally opened.
3. Enclosures (Tender Documents)
  - a. Section I: Qualifying conditions, Scope of work & Terms & Conditions
  - b. Section II: Price bid schedule
  - c. Section III: List of Annexure

For and behalf of BHEL:

Manager (WEX)  
CSU & FP

### SECTION - I

#### 1) Tender qualifying criteria:

Bidder must fulfill the following qualifying criteria concurrently for BHEL to accept the offer on Techno-Commercial ground and if any condition was not met by any vendor the offer may liable for rejection.

- a. Bidder must be in the business of Fabrication work or Erection of Pipe Lines.
- b. At least two no. of performance certificate of satisfactory work completion in similar works in PSUs / reputed companies in the last 7 years is required to be furnished.
- c. Average Annual financial turnover during the last 3 years, should be at least 3.00 Lakhs. Self attested Audited Balance Sheet and Profit & Loss statement as on 31st March for last three years ending on 31/03/2013 to be submitted.
- d. The bidder should meet all statutory requirement of Central/ State Govt. Like PF, ESI, PAN, Service Tax Registration etc. as may be applicable. Self attested photocopy of the relevant documents to be submitted by the bidder in fulfillment of this criterion.

Note:

- i) Above mentioned criteria should be met by the bidder himself and not by any associate bidder.

## 2. SCOPE OF WORK

### A) OUTLINE

Fabrication and laying of various sizes overhead Compressed Air pipe lines from distribution point at compressor room to shop floor, at BHEL- Fabrication Plant, Jagdishpur, U.P.

### B) QUANTUM OF WORK

Sl. No.	Work Description	Qty.	Unit
1.	Laying, fabrication, erection, jointing, fixing, painting & commissioning of pipe line of pipe C- Class ERW for compressed air <b>100 mm dia. NB</b> , including fixing of all Flanges, Elbow, Valve, Tee, pressure gauges, moisture separators etc. including hydraulic testing.	456	Mtrs.
2.	Laying, fabrication, erection, jointing, fixing, painting & commissioning of pipe line of pipe C- Class ERW for compressed air <b>50 mm dia. NB</b> , including fixing of all Flanges, Elbow, Valve, Tee, pressure gauges, moisture separators etc. including hydraulic testing.	872	Mtrs.
3.	Laying, fabrication, erection, jointing, fixing, painting & commissioning of pipe line of pipe C- Class ERW for compressed air <b>15 mm dia. NB</b> , including fixing of all Flanges, Elbow, Valve, Tee, pressure gauges etc. including hydraulic testing.	234	Mtrs.
4.	Fabrication of pipe supports from MS angle ISA50505 including cutting, welding, hoisting & fixing them in position with applying a priming coat of steel primer. Contractor shall supply fasteners, U-Clamps etc. for fixing of supports & pipe	354	Nos.

## **C) LAYING OF 100 MM OVER HEAD COMPRESSED AIR PIPE LINE**

The 100 mm Pipe line is to be fabricated and erected on supports above ground & on the existing trestles at approximate height of 8m and above. The 100mm Pipe line is to be drawn & installed from pressure vessels at compressor house to the shop and to be laid over the length of the shop on fabricated structures at a height of about 8 to 11m by alternative flanged & welded joints with elbows & TEEs at appropriate locations. TEEs, Approximate length of this pipe line is 456m. 05 nos. control valves, 02 nos. moisture separators & 02 nos. pressure gauges are to be installed with appropriate supports at locations specified by BHEL Supervisor. The outline sketch is attached.

## **D) LAYING OF 50 MM OVER HEAD COMPRESSED AIR PIPE LINE**

The 50 mm Pipe Line will be routed from the 100 mm pipe line all along the shop at a height of approximate 8 m to cater 15 mm drop lines. The 50 mm Pipe line is to be fabricated and erected indoors on supports fabricated at approximate height of 8m to 11m by alternative flanged & welded joints with elbows & TEEs at appropriate locations. Approximate Length of this pipe line is 872 m. 08 nos. control valves, 08 nos. moisture separators & 08 nos. pressure gauges are to be installed with appropriate supports at locations specified by BHEL Supervisor.

## **E) LAYING OF 15 MM COMPRESSED AIR DROP AND DRAIN LINE**

The 15mm Pipe line is to be fabricated and erected from the 50mm pipe line at height of 8m and erected directly downwards till 1.5m above floor level. The required Bends for 15mm Pipe line should be fabricated. The vertical drop line is to be properly supported with minimum two supports which are to be fabricated as per BHEL Supervisor's instructions and welded to existing Civil Structures. The 15mm drop line should be installed with required end connection for fitting of the valves. This 15mm drop line will be located at every column in the bay. Proper clamps are to be fixed on the supports and the pipe line, end tapping valve or manifold are to be fastened to them. The Contractor shall install the required 15 mm valve with threaded ends. The 15 mm Pipe line is to be fastened to 15mm valve. Approximate length of this pipe is 234m. The approximate quantity of the Tapping Points will be 40 Nos.

## **F) SUPPLY & FIXING OF MS SUPPORTS FOR PIPES**

Pipe supports made of MS angle 50x50x5 are to be supplied & installed at a height of about 8m to carry the compressed air pipe lines (100 mm & 50 mm). The supports shall be painted with a coat of steel primer. Contractor shall also supply fasteners for fixing the supports on civil structures & U clamps for fixing the pipes on the supports. These supports are to be fabricated as per BHEL Supervisor's instructions and will have to be designed to additionally carry 4" LPG & 4" Oxygen Pipe Lines and welded to existing Civil Structures

## **G) GENERAL PIPE LAYING DETAILS AND INSTRUCTIONS FOR ALL THE ABOVE WORKS**

- i. All pipe lines should be fabricated and erected as per general pipe laying standards ensuring proper levelling, straightness. Pipe lines shall be routed and fabricated to ensure minimum pressure drop/line loss.
- ii. The pipeline should be routed such that it doesn't interfere with any Civil or Electrical or Crane or Mechanical Functions in the shop floor. The Pipeline routing will vary to suit the site conditions and production requirement; hence the contractor should accommodate these changes as informed.
- iii. The pipe line should be routed as per drawing attached at Annexure - D (Drawing for Tender Purpose Only).
- iv. The contractor shall employ sufficient skilled, welders (only trained and experienced overhead pipe line welders will be considered), fitters, etc. for completion of the contract. All welders should be approved by BHEL supervisor prior to engagement in fabrication and pipe laying work.
- v. All pipe lines are to be completely cleaned free of rust, coatings and dirt on the inside and outside prior to fabrication. The welding procedure for the weld joints will be issued by BHEL.

- vi. All the pipe line is to be properly welded to withstand the required pressure (8.2 Kgf/cm<sup>2</sup>), ensuring zero leaks and proper penetration as per the instruction of BHEL Supervisor. The pipe line is to be fabricated and erected as per the required routing for interconnection with succeeding and proceeding pipe lines.
- vii. All the pipe lines are to be properly supported and clamped at required locations.
- viii. Fabrication of the pipe line includes the installation of required bend's, T's, Reducer's, Flanges, Weld Nipples, etc. required as per site conditions. The Contractor shall erect/ install the pipe lines, flanges, valves etc. as per instructions of BHEL supervisor.
- ix. Subsequent to the laying of the pipe lines, they are to be painted, hydro tested, installed with tapping points, moisture separators and pressure gauges as mentioned.

### H) ISSUE OF MATERIALS

It will be in the scope of contractor to move the required materials from BHEL Stores to the erection site and for execution of work. The contractor shall make his own arrangement and required Manpower for the movement of materials from BHEL stores to the erection site.

### I) HYDRO-TEST DETAILS

All pipe lines after being laid should be hydro tested at 12kgf/cm<sup>2</sup> and should be checked for leaks. All pipe lines should be installed with required vents and drains in the pipe lines for the hydro-test. Any leaks noticed should be corrected and the pipelines retested for any leakage. Subsequent to the completion of hydro-testing, the pipe lines should be completely vented, cleaned and dried before handing over for service.

### J) PAINTING DETAILS

All pipe lines are to be painted with one coat of primer and one coat of enamel paint as per standard IS:2379 - 1990 (Colour Code for Identification of Pipe Lines). The pipe line should be marked with flow directions at necessary locations as per the instructions of BHEL Supervisor.

### K) SCOPE OF BHEL

- i. BHEL will supply all the Pipe Material required for the Pipe Laying free of cost.
- ii. BHEL will supply all T's, Elbows, Flanges for the fabrication and laying of Pipe Line free of cost.
- iii. BHEL will supply all the Control Valves, Pressure Gauges, Tapping Manifolds and moisture separators for installation in the Pipe Line System free of cost.
- iv. BHEL will supply the primer and paints free of cost.
- v. BHEL will supply Electric Power and Water at a Single Location in the Site free of cost. (Electrical Point will be provided at a location within 200m in circumference from work site, it will be in the contractor's scope to make arrangements for necessary cabling).

### L) SCOPE OF CONTRACTOR

- i. The contractor should supply the MS angle material required for the fabrication of pipe support.
- ii. The contractor should bring in their own tools and tackles including Three phase welding machine with electrodes, holder, cutting torch, cable, oxy-acetylene regulators with rubber hoses, brushes, ladders and lifting tackles necessary for the execution of the work.
- iii. The contractor should bring their own Oxygen Gas (O<sub>2</sub> Cylinders), Acetylene Gas (Acetylene Cylinders), gasket material (CAF), grease, thread seal, PTFE tape, fasteners, U-clamps (Stainless Steel) and threaded weld nipples (for installation of 15mm Valve and Pressure Gauges) required for the execution of above works.
- iv. The contractor should bring his own hydro test machine to conduction hydro leak test.
- v. The Contractor should make their own arrangements for the requirement of mobile crane facility and vehicle required for the movement of material and the execution of the work.
- vi. The Contractor should also bring & use necessary personal protective equipments like safety shoes, hand gloves, goggles and safety belts so as to work safely.

- vii. The contractor shall dispose the waste and scrap materials properly at the identified places as per the area supervisor instruction and maintain the work place cleanliness.
- viii. All required Man Power for execution of the above work.

## M) NOTE

- i. Attendance register should be maintained.
- ii. The contractor may visit the site for acclimatization of work content prior to quoting.
- iii. The contractor should quote in per meter basis for each pipe size and in Nos. for MS pipe supports as per the total work enclosed in the Price Bid Format.
- iv. The contract will be awarded to a single contractor for all above works on Cumulative L1 basis.
- v. The contractor should commit to all the above terms and conditions.

## 3.0 Delivery & Warrantee

The contractor has to complete the entire work within 90 days from the date of work order release. The contractor shall provide six month warranty for workmanship.

## 4.0 Bid submission: The bid is invited in two parts viz. Part I: Techno and un-priced commercial Bids; Part II: Price Bid.

### 4.1 Part I (Techno commercial Bid): Techno commercial bid should contain documents in the same order as listed below:

- 4.1.1 Covering letter as per Annexure "A".
- 4.1.2 Check List as per Annexure "B" along with all the required documents.
- 4.1.3 All the bid documents/papers along with un-priced commercial Bid, each page should be signed and stamped with all tables/Declaration forms/ information sheet (Section-III; Annexure A to Annexure E and Annexure H) duly filled in legible writing.
- 4.1.4 An attested copy of the Power of Attorney, in case an individual other than the sole proprietor signs the tender.

### 4.2 Part II (Price Bid): Price bid should contain priced offer only. Price bid to be submitted strictly as per enclosed Price Schedule only. The Price Bid not submitted as per Price Schedule may not be considered.

### 4.3 Part I and Part II Bids should be put in separately sealed envelopes and each envelope must be marked clearly as "Techno and un-priced commercial Bid" or "Price Bid" as the case may be. NIT Number and bidder's name & address should also be clearly mentioned on these envelopes. These two envelopes must be put in a bigger envelope and sealed properly. Top of the outer cover/envelop should contain following information:

1. Tender Enquiry No. & Title of Work
2. Bid Opening date & time
3. Address/Venue of Bid Submission
4. Bidder's Name & Address

### 4.4 The tenderer shall quote the rates in English Language using international numerals. These rates shall be entered in figures as well as in words. For the purpose of the tender, the metric system of units shall be used.

### 4.5 All entries in the tender shall either be typed or be written in ink.

### 4.6 The offer shall be signed by a person who has requisite authority from the Bidder to do so. A copy of such authority (Power of Attorney attested by Notary) shall be enclosed with the offer.

- 4.7 Offers received without EMD / Tender cost as stipulated are liable for rejection.
- 4.8 The tender shall be submitted on or before the time & date specified in NIT & shall be dropped into tender box. Tenders can be submitted personally / courier/post. The tenders received after the due date and time of submission may be rejected.
- 4.9 Tenders shall be opened by authorized officers of BHEL at the above mentioned address at the time and date specified in the Notice Inviting Tender in the presence of such of those bidders or their authorized representative who may like to be present.
- 4.10 The offers should be strictly in accordance with the tender specifications & General Instructions to the bidder. Should the bidder require any clarification on the tender specification, or is interested in offering any deviation from the tender specification, he shall contact the authority inviting the tender for clarification before submission of the tender. No deviation w.r.t. terms & conditions of the tender are acceptable.
- 4.11 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document.
- 4.12 Prices shall remain firm and no variation what so ever shall be allowed. The bidder is required to take into consideration any fluctuation whatsoever in the prices of wages, material and other consumables after the submission of bid and during the period of contract before submission of bid.

**5.0 Validity of Offer:** The offer should be valid for at least 90 days from the date of tender opening.

## **6.0 Evaluation of Offers:**

- 6.1 Technical cum commercial Bid shall be opened first.
- 6.2 Price bid shall be opened only of Technical cum commercial qualified bidders.
- 6.3 The bidder shall submit complete price of the package.
- 6.4 Evaluation of the offer will be strictly based on the information submitted by the bidder. In view of this the bidder is requested to go through tender document carefully and furnish all details clearly. Missing information may not be asked by BHEL. Total price of the package (Price Schedule) shall be compared for purpose of arriving at L1.
- 6.5 Based on evaluation of the bids, the successful bidder shall be awarded the contract for the complete package.
- 6.6 The work is indivisible and total work in full shall be ordered on a single party.
- 6.7 The BHEL reserves its right to negotiate with the Bidder. Such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding, on the bidder. All expenses for attending such negotiations are to be borne by the bidder.

## **7.0 Letter of Intent (LOI):**

- 7.1 The BHEL shall issue a Letter of Intent for award of work to the successful Bidder as soon as his Bid has been accepted giving brief details of the work and other terms & conditions.
- 7.2 Detailed Work Order will be issued by the BHEL normally within 1 to 2 weeks from the date of award of work (Letter of Intent).
- 7.3 The Letter of Intent/ Work Order shall be issued in the name of Bidder only.

**8.0 Effective Date of Contract:** The responsibility of successful Bidder under this Contract commences from the date of issue of the Letter of Intent by the BHEL. The Effective Date of Contract shall be the date of issue of the Letter of Intent or Work order whichever is earlier.

**9.0 Work Completion Period & LD:** The work is to be completed within 90 days from the date of LOI. For late completion of work, BHEL standard LD clause shall be applicable which is 0.5% per week for unexecuted portion of work subject to maximum 10% of work order value.

**10.0 Contract Agreement:** The successful bidder has to sign and submit a contract agreement as per enclosed Performa (Annexure-G) on a non-judicial stamp paper of appropriate value at his own cost.

### 11.0 Terms of Payment:

- 11.1 100% payment will be made on pro-rata basis for the actual completion of work. Bill maybe claimed only for pipe lines that have been hydro-tested, cleaned, vented, leak checked, clamped, painted and handed over for service.
- 11.2 All the payment due to contractor shall be made through Electronic Fund Transfer (EFT) only.

### 12.0 Income Tax/Service Tax/Works Tax:

- (a) **Income Tax:** BHEL shall be releasing payments against this work order after deduction of income tax at source as per requirement of income tax rules. BHEL shall issue appropriate certificates in this regard.
- (b) **Service Tax:** Service tax as applicable at actual shall be payable extra against documentary proof above the quoted price of the bidder.
- (c) **Work Tax:** TDS on account of works tax, if applicable, shall be payable extra at actual against documentary proof above the quoted price of the bidder.

**13.0 Deviation limit:** The contract value is subject to deviations depending upon the actual requirement within +/- 30%. Quantities of individual may vary to any extent or may get deleted.

### 14.0 Securities:

**14.1 Tender cost:** Offer should be accompanied with cost tender of the value specified in NIT through E-payment or in the form of Demand Draft. Tender cost shall be non refundable.

### 14.2 Earnest Money Deposit (EMD):

- A. Offer should be accompanied with Earnest Money of the value specified in NIT through E-payment or in the form of Demand Draft. E-payment shall be made in Bank Account No.: 30500630600 of SBI, IGFCC branch, I A Jagdishpur. MICR No. 227002003, IFSC No. SBIN0009072. Submission receipt shall be submitted along with part-I bid. DD shall be drawn in favour of "Bharat Heavy Electricals Limited" payable at IA Jagdishpur.
- B. Bidders who have already deposited One Time EMD of Rs. 2.00 lacs with BHEL are exempted from submission of EMD for this tender. However a copy of 'One Time EMD' submitted at BHEL, CSU&FP shall be enclosed along with the offer.
- C. Earnest money deposit shall not carry any interest & shall be returned after the award of the contract to the successful bidder.
- D. Earnest Money Deposit of the successful bidder shall be retained towards part of Security Deposit.
- E. In case of unsuccessful bidder, the EMD will be refunded after finalization of the tender.
- F. BHEL reserves the right of forfeiture of EMD, in case the successful bidder who:

- a) After opening of tender revokes/ withdraws his tender within the validity period or revises/ alters his earlier quoted rates/ conditions.
- b) Fails to communicate acceptance of Letter of Intent with in one week from the date of issue of letter of intent.
- c) Fails to submit the security deposit before start of work.

#### **14.3 Security Deposit (SD):**

- A. Upon acceptance of tender, the successful bidder must deposit the required amount of security deposit after adjusting the amount of Earnest Money duly deposited with the tender, within the time specified in the letter of intent for satisfactory completion of work.
- B. The total amount of Security Deposit shall be as follows:
  - a) In the of work costing upto Rs.10 Lakh: 10%
  - b) Above Rs.10 lakhs upto Rs. 50 Lakhs: 1 Lakh + 7.5% of the amount exceeding Rs. 10 Lakhs.
  - c) Above Rs.50 lakhs: Rs.4 Lakhs+5% of the amount exceeding Rs.50 Lakhs.
- C. The security deposit calculated as above shall be deposited in the form of Demand Draft in favor of "Bharat Heavy Electricals Limited" payable at SBI, IGFC branch Jagdishpur.

OR

100% of Security Deposit shall be in the form of Bank Guarantee in the prescribed Performa as per Annexure F. The Bank Guarantee should be from any one of our consortium bank as per list enclosed at Annexure I.

- D. Validity of the Bank Guarantee furnished towards Security Deposit shall be valid up to the period of completion of work as stipulated in the letter of intent plus 2 months claim period and the same will be kept valid by proper renewal till the satisfactory completion of the Guarantee Period.
- E. If the value of the work done at any time exceeds the accepted Contract Value, the Security Deposit shall be correspondingly enhanced and the extra Security Deposit shall be immediately deposited by the Contractor otherwise it shall be recovered from payments due to him. Failure to deposit the security Deposit within the stipulated time may lead to forfeiture of EMD and cancellation of the award of work. BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of the contract.
- F. Return of Security Deposit: If the contractor fully performs and complete the works in all respect to the entire satisfaction of BHEL and returns properties belonging to BHEL taken, borrowed or hired by him for carrying out the said work, the full amount of Security Deposit will be released to the contractor after deducting all costs, expenses and other amounts that are to be paid to BHEL under this or other contracts entered into with the Contractor/ released prior to passing of final bill.

Note: All charges for establishing and amending the BGs, if necessary, shall be to Vendor's account.

#### **15.0 GENERAL:**

- 15.1 Before tendering, the bidder is advised to inspect the site of work and the environments and be acquainted with the actual working and other prevalent conditions, facilities available etc. No claim will be entertained later on grounds of lack of knowledge.
- 15.2 Only bidders who have previous experience in the work of the nature & description detailed in this tender specification are expected to quote for this work. Offer from bidder who does not have a proven and established experience in the field is not likely to be considered.
- 15.3 The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights to reject any or all the tenders.
- 15.4 Conditional and unsigned tenders, tenders containing absurd or unworkable rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.
- 15.5 If the bidder deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money / Security Deposit / any other moneys due.
- 15.6 Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the Bidder who resorts to canvassing are liable to be rejected.
- 15.7 All safety & security rules, regulations and practices prevalent in the BHEL should be strictly followed by the contractor and contract labors.
- 15.8 The responsibility of fulfilling liabilities under various labor laws such as workmen's compensation Act, ESI, industrial disputes Act, minimum wages Act, Payment of bonus act, factories act. & contract labor act etc, lies with the contractor.
- 15.9 The contractor should make necessary arrangement of welfare and health of contract labor at his own cost.
- 15.10 The contractor shall be responsible for damages to BHEL property and for any injury or loss caused to his workmen. He shall obtain necessary insurance from approved insurance company and relieve BHEL free from responsibilities/ liabilities in this respect.
- 15.11 The contractor should produce the records i.e. labor license, proof of payment of wages, P.F., ESI etc as and when demanded by the BHEL Authorities.
- 15.12 The Contractor will have to indemnify BHEL against:
  - (a) All claims for injury or damage to any person or property caused by his negligence of his employees whilst in BHEL premises.
  - (b) Observance of Labor & Industrial Laws, including regular remittance to EPF and ESI.
  - (c) All claims by way of compensation and all other types of unforeseen claims, which may arise in the period of contract.
  - (d) The Contractor will accept liability for compensation in accordance with the provision of the Indian Worker's Compensation Act, 1948, amendments thereafter and or other law for the time being in force for personal injury caused to any workmen by accident arising out of and in the course of this contract.

- (e) The Contractor will indemnify the company against all payments by way of compensation or otherwise which the company may be called upon to make under the provisions of the said Acts to any workmen as aforesaid, and any cost incurred by the company in connection with any claim preferred by such workmen and or against all actions, claims and demand whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out or occasioned by the negligent, imperfect or improper performance of this contract by the Contractor, their workmen servants or agents.
- (f) The Company shall not be held liable for any loss, damage or compensation to third parties arising from or in relation to transport operation done by the bidder, such loss, damage or compensation shall be reimbursed by the Contractor to the company together with the costs incurred by the company on any legal proceedings pertaining there to.
- (g) The Contractor will be required to submit Indemnity Bond in favor of BHEL on Non Judicial Stamp paper of appropriate value.
- 15.13 Accident occurred during the course of company's work should be reported by the Contractor to BHEL immediately and certainly not later than 24 hours. This should be followed by a detailed report from the contractor.
- 15.14 This contract may be terminated at any time without paying any compensation whatsoever to the Contractor in case of misbehavior, disobedience, dishonesty, clandestine insolvency, any court order or any other related activities on their part or their failure to fulfill the terms and conditions of this agreement.
- 15.15 The contractor shall be responsible for the damage of every sort of the property of the BHEL Company due to negligence of the agency and cost of all such damages will be recovered from the amount payable to the agency
- 15.16 **Safety and Occupational Health:** The contractor has to assume full responsibility of the safety of the vehicles/ equipments, crew and to comply with the security/ safety regulations of BHEL and others inside the BHEL factory. The contractor is required to maintain first aid box at work place.
- 15.17 **Force Majeure:** Notwithstanding anything contained in this Contract, neither the Contractor and nor the BHEL shall be held responsible for total or partial non execution of any of the contractual obligations, should the obligation be made impossible due to concurrence of a Force Majeure which will include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotion's, insurgency, sabotage, act of public enemy, acts of god, epidemics and act of Govt. over which the Supplier or BHEL has no control.
- 15.18 **Arbitration:** The BHEL and Contractor shall settle the disputes and differences arising out of this agreement in good faith. In the event that a dispute cannot be resolved within reasonable time, the parties agree that the agreement shall be subject to arbitration under the Indian Arbitration & Conciliation Act 1996. Notwithstanding anything to the contrary in such rules there shall be three arbitrators, one appointed by the BHEL, one appointed by the Contractor and the third appointed by the other two arbitrators. No aspect of any arbitration proceedings shall be made public by either party. The arbitration tribunal shall give reasonable award in writing. The award of the arbitration tribunal shall be final and binding on the parties. Any disputes under this order shall be under jurisdiction of Sultanpur Courts only.

## SECTION – II

### PRICE BID

Name of Work: **Installation of Compressed air distribution system at Fabrication Plant.**

Sl. No.	Work Description	Qty.	Unit	Rate/ Unit (Rs.)	Amount (Rs.)
1.	Laying, fabrication, erection, jointing, fixing, painting & commissioning of pipe line of pipe C- Class ERW for compressed air <b>100 mm dia. NB</b> , including fixing of all Flanges, Elbow, Valve, Tee, pressure gauges, moisture separators etc. including hydraulic testing.	456	Mtrs.		
2.	Laying, fabrication, erection, jointing, fixing, painting & commissioning of pipe line of pipe C- Class ERW for compressed air <b>50 mm dia. NB</b> , including fixing of all Flanges, Elbow, Valve, Tee, pressure gauges, moisture separators etc. including hydraulic testing.	872	Mtrs.		
3.	Laying, fabrication, erection, jointing, fixing, painting & commissioning of pipe line of pipe C- Class ERW for compressed air <b>15 mm dia. NB</b> , including fixing of all Flanges, Elbow, Valve, Tee, pressure gauges etc. including hydraulic testing.	234	Mtrs.		
4.	Fabrication of pipe supports from MS angle ISA50505 including cutting, welding, hoisting & fixing them in position with applying a priming coat of steel primer. Contractor shall supply fasteners, U-Clamps etc. for fixing of supports & pipe	354	Nos.		
5.	Total (1 to 4)				
6.	Tax if any @ _____				

**Rate offered (Sl. No. 5) (in words).....**  
**(Excluding Tax)**

**Note:**

1. Rates to be quoted in figures and words by the Contractor. There should not be any corrections in price bid contradictory to the above the offer will be liable for rejection.
2. The rate quoted should be kept firm during the execution of contract

CONTRACTOR'S SIGNATURE & SEAL

**SECTION III**

**LIST OF ANNEXURES**

Following annexures are to be filled and submitted by the bidders as per terms and conditions mentioned in Section I & II:

Annexure A: Offer of the Contractor

Annexure B: Checklist & Schedule of General Particulars

Annexure C: Information about similar Jobs executed in past Three Years

Annexure D: Pipe line Route Drawing (for tender purpose only)

Annexure E: Declaration Sheet

Annexure F: Performa for Security Deposit Bank Guarantee

Annexure G: Performa for Contract Agreement

Annexure H: Certificate of declaration confirming the knowledge of site condition

Annexure I: List of Consortium Banks

**ANNEXURE - A**

**Offer of the bidder (On their letter head)**

**Offer reference number:**

**Dated:**

To,  
Manager (WEX)  
CSU&FP, BHEL,  
Jagdishpur  
Dist. Amethi- 227817

Dear Sir,

I/ We hereby attached our offer to carry out the work detailed in the tender document (NIT No. **BHEL/FP/WEX/NIT/14-15/03**) issued by BHEL, FP, Jagdishpur in accordance with the terms and conditions.

I/We have also carefully read the Terms and Conditions connected with the above work and agree to abide by the same. I/ We agree to execute all the work referred to in the said documents upon the terms and conditions contained or referred to there in and as detailed in the appendices annexed there to.

Details of the EMD & Tender cost along with all the relevant desired documents are furnished with the check list for further consideration.

Name & Signature of the bidder  
(Seal)

Place:

Date:

**ANNEXURE- B**

**Check List & Schedule of General Particulars**

Sl. No.	Description	Details
1	Name & Address of the Bidder	
2	Fax/ Email address	
3	Contact Tel. no.	
4	Name & Designation of the official to whom all references shall be made	
5	Bidder's offer no. & date	
6	Details of EMD	
7	Details of tender cost	
8	Validity of offer (90 days from tender opening date)	Yes / No
9	PAN No. Photocopy enclosed	Yes / No
10	PF Code No. Photocopy enclosed.	Yes / No
11	ESI Code No. Photocopy enclosed.	Yes / No
12	Service Tax Registration no. Photocopy enclosed	Yes / No
13	Details of experience as per "Annexure C"	Yes / No
14	Self certified copy of last three years audited balance sheet enclosed.	Yes / No
15	Copy of Power of Attorney (Attested by Notary)	Yes / No
16	Declaration Sheet as per "Annexure E"	Yes / No
17	Signed and stamped copy of all pages of tender document	Yes / No
18	Priced Bid attached as per Section-II	Yes / No

Name & Signature of the bidder  
(Seal)

**ANNEXURE - C**

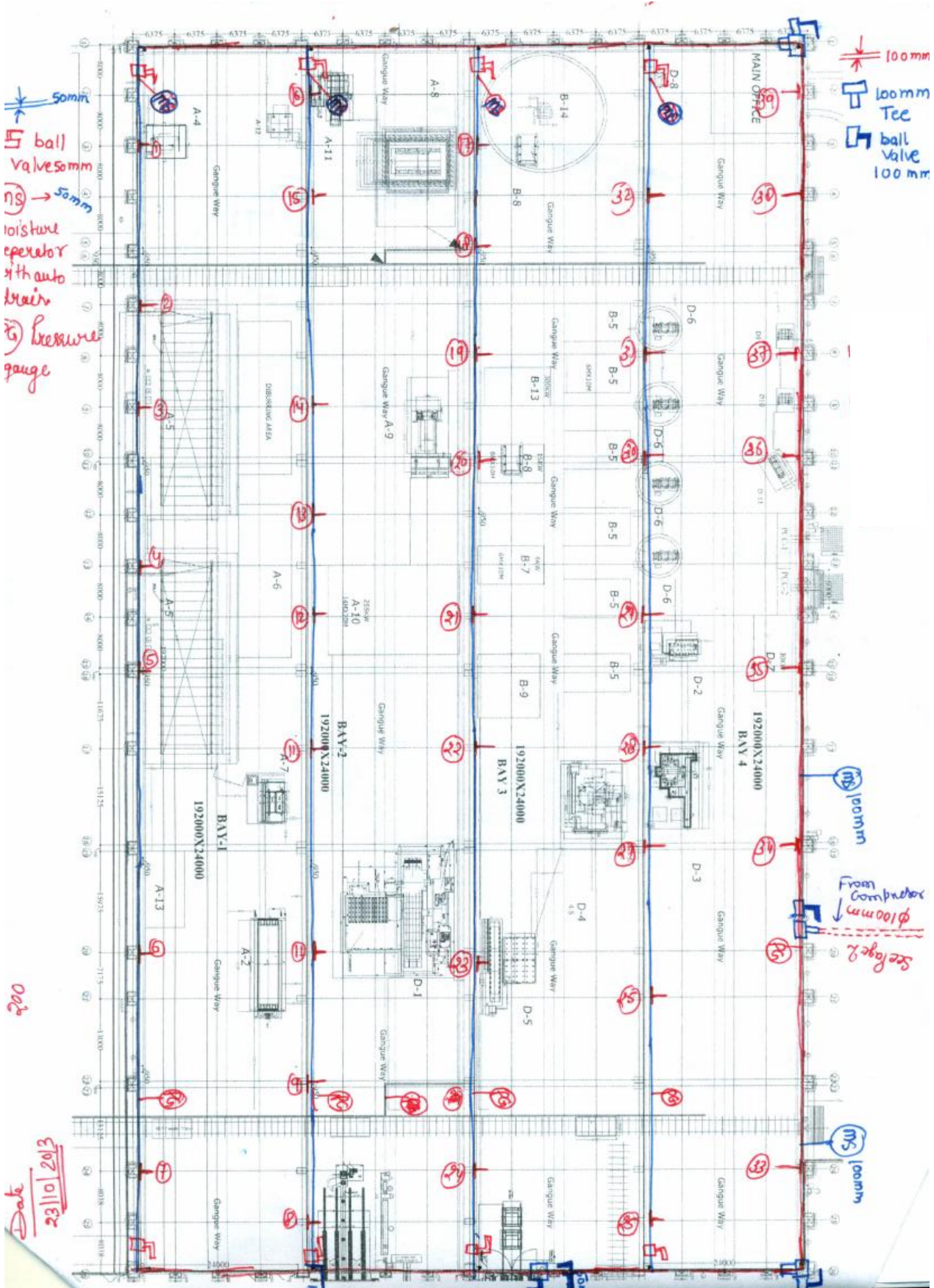
**Details of Qualifying Requirements in Past five Years**

Sl. No.	Particulars of the work awarded	Agency by whom awarded	Location of the project / work	Contract Value (Rs.)	Completion date

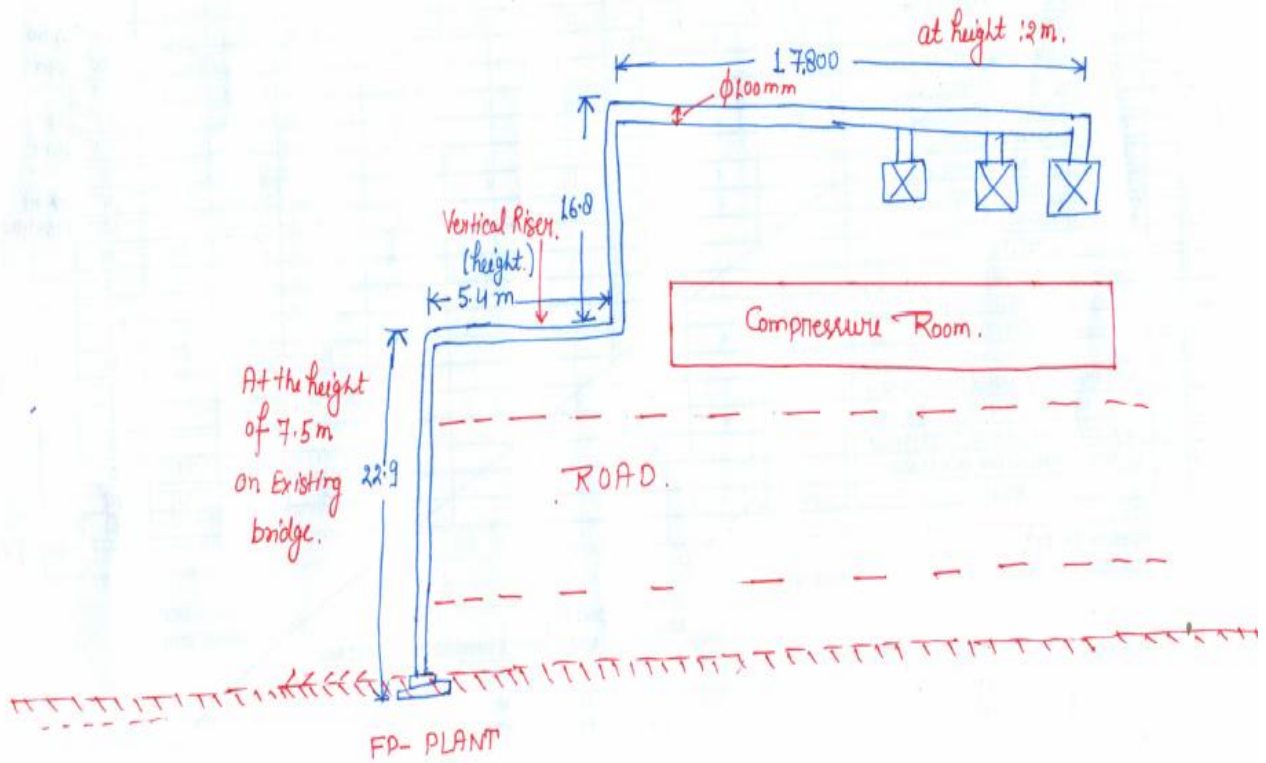
Name & Signature of the bidder  
(Seal)

Note: Please enclose copy of work orders and completion certificates

**Layout plan of pipe line distribution inside Fabrication Plant**



## Lay out of pipe line from compressor room to Fabrication Plant



**Declaration Sheet**

I / We hereby certify that, all the information and data furnished by me / us with regard to this Tender are true and complete to the best of my / our knowledge. I / We have gone through the specification, conditions and stipulations in detail and understand fully the scope of work and agree to comply with the requirement and intent of specification.

I/We, further certify that I/We am/are the duly authorized representative(s) of the under mentioned bidder and a valid power of attorney to this effect is also enclosed.

I/We, hereby declare that I/We shall treat the tender documents, drawings, specifications and other records connected with the work as secret / confidential and shall not communicate information / derived there from to any persons other than a person I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the same.

Bidder's Name & Address:

Name & Signature of the bidder  
(Seal)

**ANNEXURE - F**

**PROFORMA FOR SECURITY DEPOSIT / BANK GUARANTEE**

This deed of Guarantee made this .....day of ..... two thousand and ..... by .....(Bank) herein after called the "The Guarantor" ( which expression shall unless repugnant to the context or meaning thereof be deemed to include it's successors and assigns ) in favour of M/s Bharat Heavy Electricals Limited ( A Govt. of India Undertaking) a company incorporated under the Companies Act, 1956, having it's registered office at BHEL House , Siri Fort, Asiad, New Delhi 110049 through it's unit at Jagdishpur, Distt, Sultanpur ( UP) herein after called " The Company" ( which expression shall unless repugnant to the context or meaning thereof be deemed to include it's successors and assigns)

WHEREAS .....(herein after referred to as the Contractor)have entered into contract arising out of Letter of Intent no. .... dt.....( hereinafter referred to as "the contract") for the construction of ..... with the company.

AND WHEREAS the contract interalia provides that the contractor shall furnish to the company a sum of Rs.....( Rupees ..... ) towards security deposit for due and faithful performance of the contract in the form and manner specified therein .

AND WHEREAS the contractor has approached the Guarantor and in consideration of the arrangement arrived at between the Contractor and the Guarantor, the Guarantor has agreed to give the Guarantee as hereinafter mentioned in favour of the company.

The Guarantor do hereby guarantee to the company the due and faithful performance, observance or discharge of the Contract by the contractor and further unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of Rs.....( Rupees..... ) against any claim by the company on them for any loss , damage, costs, charges and expenses caused to or suffered by the company by reasons of the contractor making any default in the performance, observance or discharge of the terms, conditions, stipulations or undertakings or any of them as contained in the contract.

The decision of the company whether any default has occurred or has been committed by the contractor in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the contract and/ or as to the extent of loss, damage, costs, charges and expenses caused to or suffered by the company by reason of the contractor making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the Guarantor irrespective of the fact whether the contractor admits or denies the default or questions the correctness of any demand made by the company in any Court, Tribunal or Arbitration proceedings or before any other Authority.

The company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the terms and conditions of the contract or extend time of performance by the contractor or to postpone for any time and from time to time any of the powers exercisable by it against the contractor and either enforce or forebear from enforcing any of the terms and conditions governing the contract or securities available to the company and the Guarantor shall not be released from it's liability under these presents by any exercise by the company of the liberty with reference to the matters aforesaid or by reasons of time being given to the contractor or any other forbearance act or commission on the part of the company or any indulgence by the company to the contractor or any other matter or thing

whatsoever which under the law relating to surities would, but for this provision have the effect of so releasing the Guarantor from it's liability under this guarantee.

The Guarantor further agrees that the Guarentee herein contained shall remain in full force and effect during the period that would be taken for the performance of the contract and it's claim satisfied or discharged and till the company certifies that the terms and conditions of the contract have been fully and properly carried out by the contractor accordingly discharges this Guarantee, subject however, that the company shall have no claim under this Guarantee after..... i.e, (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time, as the case may be ) unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor not withstanding the fact that the same is enforced after the expiry of the said period.

The Guarantor undertakes not to revoke this Guarantee during the period it is in force except with the previous consent of the Company in writing and agrees that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the contractor or the Guarantor shall not discharge the Guarantor's liability hereunder.

It shall not be necessary for the company to proceed against the contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them not withstanding any security which the company may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Guarantor hereunder be outstanding or unrealized.

Notwithstanding anything contained herein before, our liability under the Guarantee is restricted to Rs .....( Rupees.....). Our guarantee shall remain in force un till....., i.e, ( the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time ) unless a claim or demand under this guarantee is made against us on or before.....we shall be discharged from our liabilities under this Guarantee thereafter.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts having jurisdictions at Jagdishpur, Distt. Sultanpur (U.P.) only.

The Guarantor hereby declares that it has power to execute this guarantee and the executants have full powers to do so on behalf of the Guarantor.

IN WITNESS whereof the .....(Bank) has hereunto set and subscribed it's hand the day, month and year first, above written,

Signed for and on behalf of the Bank  
(Signatory No. ....)

**WITNESSES**

- 1 Name and Address
- 2 Name and Address

**Notes:**

1. The above BG shall be executed on the non judicial stamp papers of adequate value procured in the name of the bank in the state where the bank is located.
2. The above BG is required to be sent by the executing bank directly to BHEL at the address where tender is submitted/ accepted under seal cover.

**CONTRACT AGREEMENT FORMAT**

**Agreement No:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Name of Work** \_\_\_\_\_

The agreement made on \_\_\_\_\_ day of....., 2014 between M/S Bharat Heavy Electricals Limited, FP, Jagdishpur, Distt Sultanpur (UP) having its registered office at BHEL House, Siri Fort, New Delhi110049 (hererin after called the company) the first party M/s \_\_\_\_\_ (hererinafter called the company) the 2nd party. Whereas through its tender enquiry no. \_\_\_\_\_ and opened on \_\_\_\_\_. The company had called for **Work contract for maintenance of machines and substations at Fabrication Plant Jagdishpur** And whereas the contractor has submitted his Quotation on dated \_\_\_\_\_ in pursuance of said tender notice. And whereas the company has decided to accept contractors tender mentioned above as per the offered rates and conditions specified in offer dated \_\_\_\_\_ subject to other terms and conditions specified in the tender enquiry/ proposed agreement and the company's contract hereto

And whereas the contractor has agreed to do **Work contract for maintenance of machines and substations at Fabrication Plant Jagdishpur** specified above at the rates mentioned, subject to the conditions contained hereunder:

01. This contract shall come into force with immediate effect and shall remain valid up to \_\_\_\_\_.

02. The contractor shall do **Work contract for maintenance of machines and substations at Fabrication Plant Jagdishpur** as given in the tender document

Payment Contract value is Rs \_\_\_\_\_ inclusive of all taxes. The invoice should mention The ST registration no & PAN No. are to be submitted along with the bill. If contractor shall not complete his job within time specified by BHEL his security deposit will be forfeited. Such penalty will be recovered from the bill Agreed Security Deposit Successful bidders will have to deposit Security Money as required within seven days after award of LOI or Contract, whichever is earlier. Security money will be in the form of Bank Guarantee from BHEL consortium bank on specified format, or will be in the form of DD in favour of BHEL payable at Jagdishpur. Security deposit will not carry any interest. It will be returned to the contractor, within 30 days, after successful completion of the Contract

The security deposit and any other amount occurring to the contract will be liable for forfeiture in the event of the contractor violating any of the conditions of the contractor and will be set against any claim or expenditure incurred by BHEL on account of acts of omission/negligence on the part of the contractor.

**Settlement of Disputes**-If at any time, any dispute or difference whatsoever shall arise between the company and the contractor, upon or in relation to or in connections with the contract the same shall be referred to the sole arbitration of the head of centralized stamping unit, Jagdishpur or such other persons as nominated by the head of the unit or the person so appointed by him, had to deal with the matter to which the agreement relates. The award of unit incharge of CSU, BHEL Jagdishpur or the arbitrator so appointed shall be final and binding on the company and the contractor. The arbitration proceedings shall be held at FP,BHEL, Jagdishpur, Sultanpur (UP). Jurisdiction of Sultanpur (UP) district court shall apply. Once the contract is signed, the contractor shall not sublet or transfer the full contract or any part there of which will tantamount to violation of

the contract. The contractor shall be responsible for all acts of their staff and sub agents and liabilities arising there from.

**Indemnity-**The contractor shall indemnify the company against all losses, claims etc. arising out of any of his servants or agents.

In witness where the parties there to have here under signed the agreement.

Signature of the contractor

Witness

1.Name

Address

Name  
Designation

2.Name

Address

For and on behalf of

Witness

1.Name

Address

Bharat Heavy Electricals Ltd.  
FP, Jagdishpur, Sultanpur

**ANNEXURE - H**

**CERTIFICATE OF DECLARATION CONFIRMING THE KNOWLEDGE OF SITE CONDITION**

We.....  
here by declare and confirm that we have visited the project site under the subject  
namely,.....and acquired full  
knowledge and information about the site conditions, wage structure, industrial climate and total  
work involved . We further confirm that the above information is true and correct and we will not  
raise any claim of any nature due to lack of knowledge of site condition.

Bidder's Name & Address:

Name & Signature of the bidder  
(Seal)

## LIST OF CONSORTIUM BANKS

The Bank Guarantees are to be established through any of the consortium Bank listed with BHEL as below:

<b>List of Consortium Bank</b>			
	<b>Nationalised Bank</b>		<b>Nationalised Bank</b>
1	Allahabad bank	19	Vijaya Bank
2	Andhra bank		<b>Public Sector Banks</b>
3	Bank of Baroda	20	IDBI
4	Canara Bank		<b>Foreign bank</b>
5	Corporation bank	21	CITI Bank N.A
6	Central bank	22	Deutsche Bank AG
7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Limited
8	Indian Oversea Bank	24	Standard Chartered Bank
9	Oriental bank of Commerce	25	The Royal Bank of Scotland N.V.
10	Punjab National Bank	26	J P Morgan
11	Punjab & Sindh Bank		<b>Private bank</b>
12	State Bank of India	27	Axis Bank
13	State Bank of Hyderabad	28	The Federal Bank Limited
14	Syndicate Bank	29	HDFC
15	State Bank of Travancore	30	Kotak Mahindra Bank
16	UCO Bank	31	ICICI
17	Union Bank of India	32	Indusind Bank
18	United Bank of India	33	Yes Bank