

BHARAT HEAVY ELECTRICALS LIMITED

BHEL SADAN, BHEL CAMPUS
PLOT No.-25, SECTOR-16A, FILM CITY,
NOIDA- 201301 (UP.)



TENDER DOCUMENT

FOR

Comprehensive Annual Maintenance Contract (AMC) for 4 Nos. Lifts (3 NO – 20 PAX & 1 NO – 15 PAX) of TK Elevator make installed at BHEL Sadan, BHEL Complex, Plot no. 25, Sec-16A, Noida.

LAST DATE OF BID SUBMISSION	15.04.2024, 3 PM
DATE OF OPENING OF TENDER	15.04.2024, 3.30 PM

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10/04/24

NOTICE FOR INVITING TENDER

Sealed tender is invited in Single Part Bid system for the following work: -

Name of Work: Comprehensive Annual Maintenance Contract (AMC) for 4 Nos. Lifts (3 NO – 20 PAX & 1 NO – 15 PAX) of TK Elevator make installed at BHEL Sadan, BHEL Complex, Plot no. 25, Sec-16A, Noida.

NIT No.: AA: GAX:24:NBP:LAMC:001 Dated: 10.04.2024

DATE OF SUBMISSION & OPENING OF TENDER

Last date for submission of sealed tender: **15.04.2024, 3 PM**

Date of opening the tender: **15.04.2024, 3.30 PM**

Venue for Submission/ Opening of Tender: BHEL-New Building, Plot No 25, Sector16A, Film City, Noida

Tender documents shall be available on BHEL website www.bhel.com & Central Public Procurement Portal website www.eprocure.gov.in. In case of any clarification the bidder can contact the undersigned on phone no. +91-9871841566 or at e-mail: mohitarora@bhel.in.

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NOTICE INVITING TENDER

To,

M/s. TK Elevator India Private Limited
 D-23, Ground Floor, Sector- 63,
 Noida, Uttar Pradesh, 201301
 Contact Person: Sh. Abhishek Singh
 Mob.- +91-9718595790
 Email - abhishek.singh@tkelevator.com

Subject: Comprehensive Annual Maintenance Contract (AMC) for 4 Nos. Lifts (3 NO – 20 PAX & 1 NO – 15 PAX) of TK Elevator make installed at BHEL Sadan, BHEL Complex, Plot no. 25, Sec-16A, Noida.

We are pleased to invite your most competitive offer in sealed cover for Comprehensive Annual Maintenance Contract (AMC) for 4 Nos. Lifts (3 NO – 20 PAX & 1 NO – 15 PAX) of TK Elevator make installed at BHEL Sadan, BHEL Complex, Plot no. 25, Sec-16A, Noida. The rates quoted shall be inclusive of all taxes, cartage, Packing & Forwarding, Insurance, Loading, Unloading, etc. and in following format with terms & condition. The quotation must be put in the tender box at BHEL SADAN, BHEL Complex, Plot no. 25, Sec-16A, Noida on or before the Due Date.

S. No.	Important instructions:
	<ol style="list-style-type: none"> 1. Bidder must go through all these Annexures before submitting the bid. All information as sought in the tender shall be furnished in totality. 2. Offer should be submitted in Single Part as described in Instructions for Tenderer. 3. The prices must be quoted in the enclosed Price bid format ONLY. 4. The offers shall remain valid for a period of 30 days from the date of Bid opening. 5. If any, information/ documents submitted by the tenderer are found false/ fake at any stage, the bid of the tenderer is liable to be summarily rejected.

A. INSTRUCTIONS FOR TENDERER:

1. This is Conventional Tender. The Bidder must respond by submitting their offer only in Hard Copy (Paper Bid) through Courier / Speed post/ By Hand only. Tender must be submitted in Single part only i.e. all the tender documents, supporting documents etc., to be submitted in a single envelope.
2. The offer shall be submitted as per the instructions of tender document. Only one set of tender documents duly signed by authorized representative of tenderer and signed & stamped on each page shall be submitted as detailed further. Tenderer should note specifically that all pages of tender document, including the NIT page for this particular tender shall be submitted by them (after signing/stamping on each page) as a part of their offer. In case of any clarification, bidder may contact this office.
3. There should be no deviation in the bid. Bid with deviation shall not be considered for evaluation and preparation of comparative statement, and shall be summarily rejected.

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4. Tender documents are also available on BHEL Web site (www.bhel.com) & on CPP P01tal (<http://eprocure.gov.in/cppp/>) which can be downloaded and used as tender document for submitting the bid.
5. 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 bid shall be liable for rejection.
6. BHEL reserves the right to accept or reject the offer without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidder in this matter.
7. In case any typing error/other clerical errors is noticed by the tenderer, in the tender documents, the same must be pointed out and got clarified before submission of offer, else, BHEL's interpretation shall prevail & shall be binding on the tenderer.
8. Tenderer is requested to go through the scope of work, visit the site/location etc. and get fully acquainted with the work place and prevailing working conditions to get all their doubts clarified regarding the above work before submitting the offer. Any queries regarding this tender may be clarified from (a) Sh. Mohit Arora, Manager (NBP), mobile no.- 9871841566, e-mail: mohitarora@bhel.in (b) Sh. Rajan Yadav, SDGM (NBP), mobile no. 9810506306, email admry@bhel.in
9. The tenderer or their authorized representative may attend the opening of bid, if they desire to do so.

B. DOCUMENTS TO BE SUBMITTED ALONG WITH TENDER ENQUIRY

1. Complete tender document in all respects duly signed & stamped on each and every page as a token of acceptance of all the terms and conditions of tender.
2. Declaration certificate as per Annexure-B must be signed and stamped.
3. Deviation / No deviation certificate as per Annexure-C must be signed and stamped.
4. Bidder's details as per Annexure-D must be signed and stamped.

C. GENERAL TERMS & CONDITIONS:-

1. Tender received late /in open condition/ not meeting the tender condition / incomplete in any respect is likely to be rejected.
2. BHEL will not be responsible for the postal delay under any circumstances for non-receipt of Tender by due date & time.
3. The Tender is required to quote for the complete scope of works. Tender for part scope of the works or incomplete in any respect is liable to be rejected.
4. Rates quoted by the bidder will be firm during the contract period. No price variation and escalation, due to any reason whatsoever, will be allowed.
5. The rate should be indicated both in words and figures, All entries in the Tender must be written in ink or typewritten. Over-writing should be avoided. Corrections, if any, should be attested with signature by the bidder.
6. OFFER VALIDITY: Validity of offer will be 30 days from the date of opening of Tender.
7. EVALUTION CRITERIA: Evaluation of bid will be on total cost to 'BHEL' (i.e. at Total Package Price mentioned in Price Bid Including GST. The order will be placed subjected to the reasonability of rates.

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8. CORRECTION OF ARITHMETIC ERRORS:

Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:

- 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.
- If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- If bidder does not accept the correction of errors, the bid is liable to be disqualified.

9. Penalty Clause:

- The downtime for elevators shall be calculated separately. The downtime for any elevator should not exceed 3% for any quarter.
- The downtime for major shutdowns as given in Table A below shall be counted after the minimum time needed (i.e. maximum time allowed by BHEL without penalty) for their repair/ replacement as mentioned in Table-A below. For e.g. if elevator remains completely shut down for 20 hrs. in a quarter, then the down-time of elevator shall be equal to $\{20 / (24 \times \text{no. of days in a quarter}) \times 100\} \%$.
- In case the downtime of any elevator exceeds 3% for any quarter, the penalty of 0.5% of quarterly bill for per day of delay per pending complaint shall be imposed from the quarterly bill. The total penalty amount during the contract period shall not exceed 10% of the contract value. Exceeding the limit of penalty amount of 10% of the contract value, BHEL may terminate the contract.

Table-A

SN	Reason for Shutdown	Minimum time required/Maximum time allowed for repair/ replacement in days
1	Rewinding/ replacement of main motor	07
2	Winding Gear	07
3	Sheave or main rope replacement	05
4	Speed governor rope	02
5	Brake shoe liner	01
6	Transformer/ rectifier	01
7	Trailing Cable replacement	05
8	Brake magnet/ Door drive motor rewinding or replacement	05

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10. CONTRACT PERIOD: The contract will commence on the date as stipulated in the Work Order/contract agreement and will remain in force for a period of One (01) Year for Lift no.1 (20 PAX, LM no. 2-13-S15257), Lift no.2 (20 PAX, LM no. 2-13-S15285), Lift no.3 (15 PAX, 2-13-S15336). The contract for Lift no. 4 (20 PAX, LM no. 2-13-S15402) will commence from 20.05.2024 and will remain in force for a period of One (01) year.

11. Price Variation Compensation: No escalation in prices shall be permitted under the contract. The price shall remain firm during the currency of the contract.

13. TAXES AND DUTIES:

- a. Contractor shall submit GST compliant tax invoice containing all the particulars as stipulated under Invoice Rules of GST law. Payment shall be made to the contractor only after submission of GST compliant Tax invoice. The successful bidder shall raise GST compliant tax invoice affixing GSTIN of BHEL's unit availing the services. GST shall be paid against documentary evidence.
- b. Invoice submitted should be in the format specified under GST Laws viz., all details as mentioned in Invoice Rules like GSTIN Registration number, invoice number, Quantity, rate, value, taxes with nomenclature – CGST, SGST, IGST mentioned separately, HSN (Harmonized System of Nomenclature) Code / SAC (Services Accounting Code) Code etc.
- c. BHEL reserves the right to protect its interest against any loss on account of availability of GST credit, wherever such GST ITC is available as per GST Law provisions.
- d. GSTIN of BHEL will be provided to the contractor along with the purchase order.
- e. Payment to the contractor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the contractor by BHEL.
- f. The contractor shall ensure strict compliance under GST Act & Rules including any amendments thereof, so that the Input Tax Credit is available to BHEL. In case of any loss to BHEL on account of the contractor's non-compliance, incl. all penalty(s) levied by the govt. authorities, the same shall be recovered from the contractor.
- g. Applicable GST shall also be recoverable from the contractor in case of LD recovery / penalty on account of breach of terms of the contract.
- h. The contractor has to give an undertaking that GST as mentioned in the invoice has been / will be paid and also file returns as per respective extant GST rules.

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- i. Any new / change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.

14. PAYMENT TERMS:

- a. The AMC Payments shall be made quarterly in arrears.
- b. During one year, there shall be 4 quarters & hence 4 bills may be raised by the vendor and the payment will be made against each bill within 30 days from the date of submission of the bills complete in all respects after due verification subject to other terms & conditions as mentioned in clause of Taxes & duties.
- c. No interest shall be payable for delay in making the payment. The vendor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.

15. SECURITY DEPOSIT:

- a. Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract. The total amount of Security Deposit will be 5% of the contract value.
- b. The security Deposit should be furnished before start of the work by the contractor.
- c. The 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) 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).
 - iv) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats.
 - v) 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).
 - vi) Insurance Surety Bonds.
 - vii) Security deposit can also be recovered at the rate of 10% of the gross amount progressively from each of the running bills of the contractor till the total amount of the required security deposit is collected. However, in such cases at least 50% of the required Security Deposit, including the EMD, should be deposited in any form as

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prescribed before start of the work and the balance 50% may be recovered from the running bills as described above.

Note: 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.

viii) The Security Deposit shall not carry any interest.

ix) In case the value of work exceeds / reduces from the awarded / accepted value, the Security Deposit shall be correspondingly enhanced / reduced as given below:

- a. The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor.
- b. There will be no reduction in Security Deposit value in case of variation in contract value up to the lower limit specified in Quantity variation clause. In case of reduction of contract value beyond the lower limit specified in Quantity Variation clause, then the Security Deposit shall be re adjusted in proportion.
- c. The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of BHEL.

x) The validity of Bank Guarantees towards Security Deposit shall be initially up to the completion period as stipulated in the Letter of Intent/ Award + 3 months, and the same shall be kept valid by proper renewal till completion of maintenance period which necessarily required certification of BHEL.

xi) BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL.

16. RETURN OF SECURITY DEPOSIT

Security Deposit shall be refunded / Bank Guarantee(s) released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.

17. INCIDENTS RESULTING IN TERMINATION OF CONTRACT:

- I. Following incidents will be considered as reason for both; imposition of penalties being in the nature of liquidated damages for breach of contract and may also attract termination of contract prior to its conclusion and the completion of the services assignment as the case may be.

SN	INCIDENT
a.	In the event of external factors (like natural disasters) which are beyond the control of the Contractor or BHEL.

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b.	BHEL reserves the right to terminate by prior written notice, the whole or part of the contract. The notice of termination shall specify that termination be for BHEL's convenience, the extent to which performance of work under the contract is terminated and the date on which such termination becomes effective.
c.	In the event of Failure/inability of one party or the other.
d.	Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's authorized survivors.
e.	In the event of cancellation of any of the licenses or statutory permissions required for carrying out the services.
f.	In case, the personnel deployed by the Contractor found to have indulged in any criminal activity in BHEL premises.
g.	In case of any misrepresentation while claiming the payment.
h.	In case of non-compliance of any statutory obligations (as stated in this tender document) by the Contractor during the execution of Contract, may results into termination of Contract. In addition to the above, the Contractor shall also be liable for the penalties provided under the respective statute.
i.	In case of repeated violation of any of the terms of the agreement despite giving warnings on different occasions.
j.	If the Contractor fails to deliver any or all of the services within the time period(s) specified in the Contract, or any extension thereof granted by BHEL;
k.	If Contractor fails to perform any other obligation under the Contract;

- II. The grounds mentioned herein (above) are not exhaustive but merely illustrative. BHEL reserves its rights to terminate the Contract (in whole or in part) at any time in the event the Contractor has contravened any provision of the Contract or any other legal requirement or due to repeated/habitual non-adherence to the qualitative, quantitative and time requirements stipulated in the Contract after giving a notice of 30 days for rectification of the same. If the Contractor has not rectified/ corrected the deficiencies stated in the written notice issued by BHEL, within the period of 30 days from the date of issue of notice, then the Contract may be terminated by BHEL by giving a written communication to the Contractor.
- III. In the event of the termination of the Contract for any reason whatsoever, BHEL's liability shall only extend to making payment to the Contractor of the Contract Price accruing (prorated, if necessary) up to the date of termination for actual services rendered by the Contractor after making all deductions that BHEL is entitled to make pursuant to provisions of this Contract. BHEL shall not have any liability to pay to the Contractor any compensation or reimburse any costs incurred by the Contractor and the Contractor hereby waives any claim for compensation for losses/damages and/or reimbursement of costs.
- IV. **RECOVERY FROM CONTRACTOR:** Whenever under the contract, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his

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security deposit, or the contractor shall pay the claim on demand without any terms & conditions.

18. SETTLEMENT OF DISPUTES:

- I. **CONCILIATION:** If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, execution, effect, interpretation or breach of the Contract, which the Parties are unable to settle mutually, arise inter-se the Parties, the same may be referred by either Party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority from the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration & Conciliation Act, 1996 or any statutory modification thereof and as provided in the BHEL Conciliation Scheme as applicable from time to time.

II. **ARBITRATION:**

- a. Except as provided elsewhere in this contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach termination, validity of execution of the Contract; or, the respective rights and liabilities of the parties; or, in relation to interpretation of any provision of the Contract; or in any manner touching upon the contract, then, either party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be at New Delhi.

The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to the arbitration in terms of Clause above, the Courts at New Delhi shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.

Notwithstanding the existence or any dispute or differences and /or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either party in terms of this Contract.

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- b. In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the following clause shall be applicable: -

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred to by either party for arbitration to the sole arbitrator in the department of public enterprises to be nominated by the secretary to the Government of India in-charge of the Department of Public Enterprises. Arbitration and Conciliation Act 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law secretary, Deptt. Of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively. The parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.

III. **APPLICABLE LAWS AND JURISDICTION OF COURTS:** Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract shall lie only in the court of competent civil jurisdiction in this behalf at **DELHI** and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

19. FORCE MAJEURE:

A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an Act of God (like a natural calamity) or events such as war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organization only. In such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.

Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

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20. BANK GUARANTEE

Where ever Bank Guarantees are to be furnished/submitted by the contractor, the following shall be complied with:

- i) Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.
- ii) The Bank Guarantees shall be as per prescribed formats.
- iii) It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period (subject to a minimum period of six months), as per the advice of BHEL Project Manager. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.
- iv) In case extension/further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by the Project Manager and submitted to the Regional HQ issuing the LOI/LOA.
- v) In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.
- vi) Bidder to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non judicial stamp paper.
- vii) The Original Bank Guarantee shall be sent directly by the Bank to BHEL under Registered Post (Acknowledgement Due), addressed to the Subcontracting Department of the respective Region.

21. OTHER ISSUES

- i. Value of Non judicial Stamp Paper for Bank Guarantees and for Contract Agreement shall be not less than Rs 100/- unless otherwise required under relevant statutes.
- ii. Letter of Intent (LOI) shall be placed to the successful contractor before Contract Agreement. The Security Deposit amount shall be specified in the LOI, which has to be deposited to BHEL before Contract Agreement.
- iii. Unless otherwise specified in NIT, offers from consortium / JVs shall not be considered.
- iv. E- invoicing shall be applicable as per direction/norms of government.

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22. INSURANCE

BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.

- a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
- b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ Project Sites.
- c) **Compensation in respect of each of the victims:**
 - (i) *In the event of death or permanent disability resulting from Loss of both limbs: ₹10,00,000/- (Rupees Ten Lakhs).*
 - (ii) *In the event of other permanent disability: ₹7,00,000/- (Rupees Seven Lakhs).*
- d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (I) of the Employee's Compensation Act, 1923."

23. SCOPE OF WORK

Inclusions:

- i. To provide routine maintenance, examination, and lubrication service according to the TK Elevator India Private Limited Maintenance system through trained and qualified employees, during normal business hours, Monday through Saturday, 9.00 am to 5.30 pm (except scheduled holidays).
- ii. To furnish the necessary lubricants and cleaning materials, including the replacement of hydraulic fluid (where applicable) and machine gear oil.
- iii. To annually test all safety devices in accordance with relevant safety standards. If during safety test TK Elevator India Private Limited finds a non-conformity which makes the equipment unsafe to use as per TK Elevator India Private Limited or Government Safety Norms, then, TK Elevator India Private Limited elevator reserves the right to shut down the equipment until this non-conformity is rectified.

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- iv. To attend to Premises to assist with the annual government inspection. All associated costs for such inspections will be borne by Purchaser (wherever applicable). At the request of the Purchaser, TK Elevator India Private Limited will arrange access for other trades to the lift wells, the lift pits, and machinery rooms. No additional charge will be made for this service if it is provided during the time TK Elevator India Private Limited is in attendance at the preroutine maintenance services.
- v. To replace or repair, free of charge, the following range of components for reasons related to normal wear and tear. Coverage shall be inclusive of, ropes, inverter systems, and controller parts to be inclusive of printed circuit boards, Machine repair. Sub components inclusive of roller bearings, solenoids, coils Line chock, brake shoe liners, Door Lock contacts, contactors, relays, push buttons, door operator VVVF drive, car door safety device limit switches, governor, hoist way door locks, indicators and other minor mechanical parts shall also be included.
- vi. To attend to stoppages and malfunctions, during 24 hours per day, 7 days per week which jeopardize passenger safety as reported to our Call Centre. Should attendance be required outside during normal business hours, only such adjustments and minor temporary repairs will be effected as then can be carried out by the attending employee all other work will be carried out during normal business hours. When the reported nature of a malfunction or stoppage is not detrimental to the safety of persons, then attendance to the same shall be carried out during normal business hours. When the reported nature of malfunction is not significant effect on the service provided by the Equipment, then attendance to the same shall be carried out during TK Elevator India Private Limited's next visit to the Premises pursuant to routine maintenance.

Exclusions:

- i. Full load testing
- ii. Replacement of Machine
- iii. Mechanical Parts (viz., Guide Rails, Car & Counterweight frames, etc.).
- iv. If any major repairs require any Civil Support (i.e., building of scaffold, building of temporary platform etc.).
- v. During safety test, in case the non-conformity is found to be due to components which are not covered in the contract, TK Elevator India Private Limited will charge extra for those components.
- vi. Costs for annual government inspection.
- vii. In the event attendance to stoppages or malfunctions is required as a direct result of misuse, vandalism or causes outside the reasonable control of TK Elevator

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India Private Limited, this shall constitute "Additional Service". Purchaser agrees to pay the costs for any necessary replacement parts, as well as the applicable regular time and/or overtime rates for labour, as determined by TK Elevator India Private Limited's response during or outside of normal business hours. Chargeable labour rates are assessed for travel time, travel expenses, and time spent on the job.

- viii. We shall not be obligated to service or make renewals or repairs without additional charge upon the equipment by reason of misuse of the equipment, another's negligence, loss of power, blown fuse(s), tripped stop switches, theft, vandalism, explosion, fire, power failure, water damage, storm, lightning, nuisance calls, acts of civil or military authorities, strikes, lockouts, force majeure or any other reason or cause beyond our control.
- ix. In the event any component of the elevator becomes obsolete, outmoded or is no longer manufactured by the original manufacturer or available in the open market or in TK Elevator India Private Limited opinion cannot be repaired, replacement of such upgraded components shall be at Purchasers expense.
- x. Coverage for inspection of cosmetic, construction or ancillary components of the system, including the finishing, repairing, or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoist way door panels, door frames, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breakers, feeders to controller, hoist way wiring, hydraulic elevator jack outer casing, buried piping, alignment of elevator guide rails, smoke and fire sensors, communication devices, security systems, access control or monitoring systems, batteries air conditioners, heaters, ventilation fans voice annunciator, intercom, LCD, Handrail Belt, Step Chains, Steps.

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PRICE BID

Name of Work: Comprehensive Annual Maintenance Contract (AMC) for 4 Nos. Lifts (3 NO – 20 PAX & 1 NO – 15 PAX) of TK Elevator make installed at BHEL Sadan, BHEL Complex, Plot no. 25, Sec-16A, Noida.

SN	Item Description	Unit	Qty.	Unit rate (In Rs., excl. GST)	Amount (in Rs.)
1	Comprehensive AMC for One year of Lift-1(20 PAX, LM no. 2-13-S15257) having 21 stops (LB, UB, GF to 18th F)	JOB	1		
2	Comprehensive AMC for One year of Lift-2 (20 PAX, LM no. 2-13-S15285) having 21 stops (LB, UB, GF to 18th F)	JOB	1		
3	Comprehensive AMC for One year of Lift-3 (15 PAX, 2-13-S15336) having 21 stops (LB, UB, GF to 18th F)	JOB	1		
4	Comprehensive AMC for One year of Lift-4 (20 PAX, LM no. 2-13-S15402) having 21 stops (LB, UB, GF to 18th F)	JOB	1		
5	Total Amount for Comprehensive AMC for One year for all the 4 Lifts (in Rs., excluding GST)				
6	GST on SN 5 above in percentage				%
7	Total Amount for Comprehensive AMC for One year for all the 4 Lifts (in Rs., including GST) [5 + 6]				

Note:

1. The rates quoted above shall be on all-inclusive basis except GST.
2. GST shall be payable extra as applicable. Rate of applicable GST to be quoted.
3. The prices should be quoted in the price bid format only.
4. The scope of work shall be as per clause no. 23.
5. The rates shall remain firm for the entire duration of the contract.

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DECLARATION

I / We, do hereby declare that I/We have not been suspended / delisted / blacklisted by any other Govt. Ministry / Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication.

(Signature & seal of the Bidder)

Place:

Date:

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NO DEVIATION CERTIFICATE

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of the above tender and there is no deviation in the terms & conditions of tender. We confirm that the offer submitted by is confirming to all the terms and conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender.

(Signature & seal of the Bidder)

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BIDDER'S DETAILS

Name of the Agency [Party/ Finn	
Name of Representative	
Postal Address	
Phone/ Landline Nos.	
Mobile Nos.	
PAN No.	
GSTIN No.	
E-Mail Address	
Web Site Address (If Any)	
Bank details for payment through NEFT/RTGS and for release of EMD*	Name of Bank: Branch: Account No.. IFSC No.. MICR No..

Note: Submit a cancelled cheque for verification of above bank details.

(Signature & seal of the Bidder)

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SECURITY DEPOSIT BANK GUARANTEE

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____¹ through its Unit at..... (name of the Unit) having agreed to exempt (Name of the Vendor / Contractor / Supplier) with its registered office at _____² (hereinafter called the said "Contractor" which term includes supplier), from demand under the terms and conditions of the Contract reference No. _____ dated _____³ valued at Rs.⁴ (Rupees -----)⁴ (hereinafter called the said Contract), of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. _____⁵ (Rupees _____ only), We _____ (indicate the name and address of the Bank) having its Head Office at _____ (address of the head Office) (hereinafter referred to as the Bank), at the request of _____ [Contractor(s)], being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer, an amount not exceeding Rs. _____ without any demur, immediately on demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand

Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator or any other authority, our liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment. We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied & the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) or acceptance of the final bill or discharge of this guarantee by the Employer, whichever is earlier. This guarantee shall initially remain in force upto and including _____⁶ and shall be extended from time to time for such period as may be desired by the Employer. Unless a demand or claim under this guarantee is made on us in writing on or before the _____⁷, we shall be discharged from all the liability under this guarantee thereafter.

We, _____ (indicate the name of the Bank) _____ further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said

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Contract or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

We, BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed..... 5
- b) This Guarantee shall be valid up to6
- c) Unless the Bank is served a written claim or demand on or before 7 all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

Date _____ Day of _____
for _____ (indicate the name of the Bank)_____

(Signature of Authorized signatory)

¹ ADDRESS OF THE EMPLOYER. i.e. Bharat Heavy Electricals Limited

² ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ CONTRACT VALUE

⁵ BG AMOUNT IN FIGURES AND WORDS

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⁶ VALIDITY DATE⁷ DATE OF EXPIRY OF CLAIM PERIOD**Note:**

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.
4. In Case of Bank Guarantees submitted by Foreign Vendors.
 - a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
 - b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
 - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter-Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter-Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
 - b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
 - b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

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