BHARAT HEAVY ELECTRICALS LIMITED

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

TENDER DOCUMENT

FOR

Supply, Installation, Testing & Commissioning of Group Control Module for 5 Nos. Passenger Elevators (4 Nos. 20 PAX & 1 No. 15 PAX) installed at BHEL Sadan, Plot no. 25, Sec-16A, Noida.

LAST DATE OF BID SUBMISSION	**09.09.2024, 3 PM**
DATE OF OPENING OF TENDER	**09.09.2024, 3.30 PM**

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NOTICE FOR INVITING TENDER

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

Name of Work: Supply, Installation, Testing & Commissioning of Group Control Module for 5 Nos. Passenger Elevators (4 Nos. 20 PAX & 1 No. 15 PAX) installed at BHEL Sadan, BHEL Complex, Plot no. 25, Sec-16A, Noida.

NIT No.: AA: GAX:24:NBP:GCM:001 Dated: 05.09.2024

DATE OF SUBMISSION & OPENING OF TENDER

Last date for submission of sealed tender: **09.09.2024, 3 PM**

Date of opening the tender: **09.09.2024, 3.30 PM**

Venue for Submission/ Opening of Tender: BHEL Sadan, Plot No 25, Sector-16A, 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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मोहित अरोड़ा / MOHIT ARORA
प्रबंधक
नवीन भवन परियोजना / New Building Project
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited
प्लाट न. 25, सेक्टर 16ए, नोएडा-201301 / Plot No. 25, Sec.-16A Noida-201301

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: Supply, Installation, Testing & Commissioning of Group Control Module for 5 Nos. Passenger Elevators (4 Nos. 20 PAX & 1 No. 15 PAX) 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 Supply, Installation, Testing & Commissioning of Group Control Module for 5 Nos. Passenger Elevators (4 Nos. 20 PAX & 1 No. 15 PAX) installed at BHEL Sadan, BHEL Complex, Plot no. 25, Sec-16A, Noida. The rates quoted shall be inclusive of all taxes 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:
	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.

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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.
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

I. 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 90 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:

a) 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.
b) 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.
c) If bidder does not accept the correction of errors, the bid is liable to be disqualified.

9. Penalty Clause:

The complete system under scope is to be completed within the completion time mentioned in the contract. Delay in completion that may take place beyond contractual schedule OR any extension thereof for the reasons attributable to the supplier / contractor shall be subject to imposition of penalty on contractor @ half (½) percent and applicable GST thereon, of the total purchase order value (main supply and installation, testing & commissioning) excluding GST per week or part thereof, subject to a maximum of ten (10) percent of the total purchase order value (main supply and installation, testing & commissioning) excluding GST.

10. CONTRACT PERIOD:

a. **Time as the essence of the contract:** The time allowed for completing the system as entered in the tender shall be strictly observed by the Supplier / Contractor and shall be deemed to be of the essence of the Contract. The Supplier / Contractor shall comply with the time schedule as mentioned in the contract. In the event of the Supplier / Contractor failing to comply with the time schedules as applicable, he shall be liable to pay penalty as provided for in this Contract.

b. Entire system as detailed in tender specification shall be completed viz., supplied, installed, tested and commissioned within 60 days from the date of PO by BHEL. Total completion time = 60 days.

c. The entire scope shall be completed by the supplier / contractor within this time schedule or within such extended periods of time, as may be allowed by BHEL under relevant clause of the tender.

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.

12. TAXES AND DUTIES:

a) Price shall be all inclusive, except GST. The amount towards GST shall be indicated separately as specified in the price format.

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b) To enable BHEL to avail GST input tax credit, vendor shall submit GST compliant invoice containing all the particulars as stipulated under Invoice Rules of CGST Rules, 2017 as amended from time to time. Such invoice shall be submitted within prescribed time limit in the name of BHEL, Plot no. 25, Sec-16A, Noida.

c) Digital tax invoice shall be preferred or e-invoice, if applicable.

d) To protect BHEL's interest for GST input tax credit, GST portion amount shall be withheld and the same shall be released only after confirmation from GST website/portal that such invoice has been declared in GSTR-1 return filed by vendor within the stipulated time for the relevant period and tax amount thereon has been paid by vendor to Govt. within the stipulated time for the relevant period as per GST Law.

e) BHEL reserves the right to protect its interest against any loss on account of availability of GST credit. In case of any loss to BHEL on account of non-compliance by vendor, the same shall be to vendor's account. BHEL has a right to take necessary steps to protect its interest at the time of release of payment.

f) GSTIN of BHEL will be provided to the vendor along with the work order.

g) Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.

h) While making the payment, statutory deductions as applicable, shall be made by BHEL. Payment to the vendor 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 vendor by BHEL.

i) Invoice submitted should be in the format as 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) etc.

j) All applicable taxes and duties other than mentioned in the contract document, shall be payable by the Service provider and the BHEL shall not entertain any claims whatsoever with respect to the same.

k) Any Statutory variation in the rate of GST, taking place between the Bid Submission by service provider and Bid End Date, shall be to the Service provider's account. Hence, Service provider must ensure that any Statutory variation in the rate of GST till Bid End Date is duly incorporated in the bid submitted by the service provider. In case service provider fails to incorporate the same in bid, the service

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provider will not be eligible for claiming any change in price due to such Statutory variation.

l) Statutory variation in the rate of GST, taking place between the Bid end date and the original / refixed delivery period, shall be to the BHEL's account. For claiming any change in price due to such Statutory variation, the service provider shall have to lodge claim before the BHEL providing documentary evidence of change in rate of GST taking place after Bid end date and the date of supply within the original / refixed delivery period along with an undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.

m) No increase in price on account of statutory increase in the rate of GST taking place during the period of delivery period extension with liquidated Damages shall be admissible. Nevertheless, the BHEL shall be entitled to the benefit of any decrease in price on account of reduction in GST taking place during extended delivery period.

n) The Bill Form / On-line invoice shall be generated by the Service provider which may interalia include the following confirmations from the Service provider:

i) Certified that the Goods and Services Tax (GST) charged on this Bill is not more than what is payable under the provision of the relevant Act or the Rules made there under.

ii) Certified that the goods on which GST has been charged have not been exempted under the GST Act or the rules made there under and the charges on account of GST on these goods are correct under the provisions of that Act or the Rules made there under.

iii) Certified that the Service provider is registered with above indicated GSTIN as dealer in the State where in their Billing address is located for the purpose of GST.

iv) The service provider shall provide an undertaking that the provisions of antiprofiteering clause under GST Act have been complied with.

o) Service provider shall comply with all the necessary statutory compliances, including but not limited to, GST registration in line with the extant provisions of GST Act, providing GST invoices or other documentation as per GST Law relating to the supply of Goods or Services, uploading the details of the invoices, payment of taxes, timely filing of valid statutory returns for the tax period in the GST portal, etc.

p) In case the Input Tax Credit of GST is denied or demand is recovered from BHEL on account of any act/ omission of the Service provider in this regard, the Service provider shall be liable in respect of all claims of tax, penalty and / or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance.

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BHEL shall have the right to recover such amount from any payments due to the Service provider or from Performance Security, or any other legal recourse from the said Service provider. If any tax is required to be paid by the Service provider in pursuance of any demand from tax authorities, on account of Service provider's suppression of facts, fraud or wilful misstatement of facts while offering the products/service or submitting the bids, then the same shall not be passed on to BHEL through debit notes or Invoices or Supplementary Invoices and the service provider shall be solely liable for payment of the same.

13. PAYMENT TERMS:

a. SUPPLY PAYMENT

80% payment of price of the system, as per PO/ approved billing schedule, along with taxes and duties (as applicable), shall be paid against receipt and verification of material at site as per the PO/ approved billing schedule, to the satisfaction of BHEL.

b. INSTALLATION, TESTING & COMMISSIONING PAYMENT

20% payment of price of the system, as per PO/ approved billing schedule, along with taxes and duties (as applicable), shall be paid on successful commissioning of the complete system/ package. Payment shall be released only after submission of all the final documents for the package viz., Protocols, As-built drawings, O&M Manual, Final drawings, Inspection documents, etc., duly certified by BHEL.

c. RELEASE OF PAYMENT

Supplier / contractor shall submit billing documents for payment directly to BHEL. Payment will be released within 30 days from the date of submission of bills complete in all respects after due verification subject to terms and conditions as mentioned in the clause of Taxes & duties.

Note: No interest shall be payable for delay in making the payment.

14. 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).

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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 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

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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.

15. 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.

16. 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.
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

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

17. 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.

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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.

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.

18. 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

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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.

19. 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.

20. 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. E- invoicing shall be applicable as per direction/norms of government.

21. 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.

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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**: **Rs.10,00,000/-** (Rupees Ten Lakhs).*

*(ii) In the event of **other permanent disability**: **Rs.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."

22. SCOPE OF WORK

i. 5 Nos. Lifts (4 NO – 20 PAX & 1 NO – 15 PAX) of TK Elevator make are installed in the Main lift lobby of BHEL Sadan, BHEL Complex, Plot no. 25, Sec-16A, Noida.
ii. Scope of work includes supply, installation, testing & commissioning of Group Control Module for all the installed 5 Nos. Lifts (4 NO – 20 PAX & 1 NO – 15 PAX).
iii. The scope includes all the necessary cabling, Group control module & other allied devices, if required and manpower required for installation, testing & commissioning of the Group Control Module for all the 5 Nos. lifts.

23. WARRANTY PERIOD:

a. Supplier / Contractor shall warrant that the equipment supplied shall be free from all defects and faults in design & engineering, material, workmanship & manufacture and shall be of the highest grade and consistent with the established and generally accepted standards and in full conformity with the Order/ Contract specifications, drawing or samples, if any.

b. Warranty period of the complete system shall be 6 calendar months from the date of commissioning. All replacements and repairs during the warranty period shall be delivered and completed promptly and satisfactorily.

c. All the replaced and replenished equipment shall also be warranted as per above clause.

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PRICE BID

Name of Work: Supply, Installation, Testing & Commissioning of Group Control Module for 5 Nos. Passenger Elevators (4 Nos. 20 PAX & 1 No. 15 PAX) 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	Supply, Installation, Testing & Commissioning of Group Control Module for 5 Nos. Passenger Elevators (4 Nos. 20 PAX & 1 No. 15 PAX) installed at BHEL Sadan, BHEL Complex, Plot no. 25, Sec-16A, Noida	JOB	1		
2	**GST on SN 1 above in percentage**				**%**
3	**Total GST amount in Rs. as per percentage mentioned in SN 2 above**				
4	**Total Amount for Supply, Installation, Testing & Commissioning of Group Control Module for 5 Nos. Passenger Elevators (4 Nos. 20 PAX & 1 No. 15 PAX) installed at BHEL Sadan, BHEL Complex, Plot no. 25, Sec-16A, Noida (in Rs., including GST) [1 + 3]**				

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. 22.
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)

Mohit
05/09/24

BIDDER'S DETAILS

Name of the Agency [Party/ Finn	
Name of Representative	
Postal Address	
Phone/ Landline Nos.	
Mobile Nos.	
PAN No. (Enclose a copy of PAN)	
GSTIN No. (Enclose a copy of GSTIN certificate)	
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)

Mohit
05/09/24

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 Contract or to extend time of performance by the said contractor(s) from time to time or to postpone

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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 to 6

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
[6] VALIDITY DATE
[7] DATE OF EXPIRY OF CLAIM PERIOD

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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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