



BHARAT HEAVY ELECTRICALS LIMITED

ESTATE OFFICE
BHEL TOWNSHIP, SECTOR-17
NOIDA- 201301



SINGLE TENDER DOCUMENT FOR

बीएचईएल उपनगरी, सेक्टर-17, नोएडा में 05 कॅसेट एसी की मरम्मत का कार्य कराने के संबंध में

Sub: Repairing & Maintenance of 5 nos. Cassette Air Conditioners in BHEL Township, Sector-17, Noida.

NIT no. 24: AA: NOI: ADMN: CAC: 112:2021-22
Dated: 12.03.2022

CONTENTS

1- Notice Inviting Single Tender

Last date for Submission : 14.03.2022 at 1500 hrs.
Date for opening of tender : 14.03.2022 at 1545 hrs.

(Signature of Party with seal)

NIT no. 24: AA: NOI: ADMN: CAC: 112:2021-22 Dated: 12.03.2022


ओमेन्द सिंह
उप प्रबंधक (मा. सं.-टीएएक्स)
Omender Singh
Manager (HR-TAX)
BHEL Township, Sector-17, Noida



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Ltd.

सम्पदा कार्यालय, सैक्टर-17, नोएडा - 201301 (यूपी.), भारत
BHEL Township: Estate Office, Sector-17, Noida-201 301 (UP) INDIA
फोन (Tel.)- 0120-2559007, 2559003

SINGLE TENDER DOCUMENT

NIT no. 22: AA: NOI: ADMN: CAC: 112:2021-22 Dated: 12.03.2022

Last date of Submission of Sealed Tender: **14.03.2022 at 1500 hrs.**

Date of opening of Tender: **14.03.2022 at 1545 hrs.**

To,
M/s. Saneh Cool Care,
Plot No. 48, Hasanpur, IP Extn., Delhi-110092

Sub: Repairing & Maintenance of 5 nos. Cassette Air Conditioners in BHEL Township, Sector-17, Noida

Dear Sir,

We are pleased to invite your sealed tender for repairing and maintenance of 5 nos. Cassette ACs by gas charging, supplying and installing the parts / items, minor repairing in BHEL Township as detailed below:

PRICE FORMAT

Sl. No.	Description of Item/Service/Work	UOM	Qty. (A)	Rate of New Item (B)	Buy Back Rate of Old Item (C)	Net Rate per UOM (Rs.) D = B - C	Amount (Rs.) E = A x D
Repairing of 5 nos. Voltas make Cassette ACs capacity 4.0 TR Model 4.0T Voltas 48 CYI (Cassette), R410A (Month/Year of Purchase September, 2016)							
1	Gas charging R410A (with warranty of up to 3 months).	Job	3		NA		
2	Supply & Installation, Testing, commissioning of Brand New Rotary Compressor (Highly ATE550SC3Q9RK/ OEM / equivalent make) and buy back of old compressor (warranty of New Compressor shall be up to 3 months or as provided by the manufacturer whichever is higher)	Nos	1				
3	Repairing of PCB (warranty shall be up to 3 months)	Nos	2		NA		
4	Supply and installation of Brand new Capacitor	Nos	1				

(Signature of Party with seal)

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Handwritten signature



5	Supply and installation of Brand New Contactor	Nos	2				
6	Repairing of Evaporator Fan motor	Nos	1		NA		
7	Wet servicing of ACs by jet pressure water pump including cleaning of filters and coils, cleaning of internal parts etc. and cleaning of outer body after the AC is repaired.	Job	5		NA		
8	Total Amount excluding GST (in Rs)						
9	GST			SGST (@)(Rs)			
				CGST (@)(Rs)			
				IGST (@)(Rs)			
10	Total Amount inclusive of all including GST (in Rs)						
Total Amount inclusive of all including GST (in words)							
Please note that all repaired ACs will be in warranty of 3 months from the date of actual repairing. You shall rework on the AC which goes under breakdown during this period with no extra cost to BHEL.							

Note: The net payable amount should be inclusive of all taxes, cartage, labour etc.

A. INSTRUCTIONS FOR TENDERER:

1. The offer shall be submitted as per the instructions of tender document. Only one set of tender document 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.
2. Tender documents are also available on BHEL web site (www.bhel.com) & on CPP Portal (<http://eprocure.gov.in/cppp/>) which can be downloaded and used as tender document for submitting the bid.
3. 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.
4. The tenderer must submit their tender in sealed envelope prominently super scribed as 'Single Part Bid' along with NIT No. & due date written on the envelope.
5. BHEL reserves the right to accept or reject the offer without assigning any reason thereof. In addition, BHEL shall not entertain any correspondence from bidder in this matter.
6. 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.
7. Any queries regarding this tender may be clarified from Dy. Manager (HR-TAX) on landline no. 0120-2553007, 2553003/ email: omender@bhel.in.
8. The tenderer or their representative may attend the opening of bids if they desire to do so.

B. DOCUMENTS TO BE SUBMITTED ALONG WITH TENDER ENQUIRY

- 1) The Earnest Money Deposit (EMD) of **Rs. 980/- (Rupees Nine Hundred Eighty only)** in the following forms in favour of BHEL, payable at New Delhi, must be submitted in a separate envelope:
 - a) Cash deposit as permissible under the extant Income Tax Act (before tender opening)

(Signature of Party with seal)

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- b) Electronic Fund Transfer credited in BHEL account (before tender opening)
- c) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
- 2) 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.
- 3) The Bidder must submit a declaration (enclosed at Annexure-I), that that the agency has not been suspended / delisted / blacklisted by any Organization.
- 4) No deviation certificate as per Annexure-II must be signed and stamped.
- 5) Bidder must submit the bidder's details in the enclosed format Annexure-III.

C. SPECIAL CONDITIONS:

- 1) The bidder may inspect the premises to access the quantum of work /services and quote accordingly. In case of submission of the tender, it will be presumed that the bidder has understood the entire scope and quoted accordingly. Nothing extra will be payable on any account whatsoever later on.
- 2) All five (05) ACs are of Voltas make Cassette ACs of capacity 4.0 TR each, **Model 4.0T Voltas 48 CYI (Cassette), R410A** procured and installed in the year 2016.
- 3) Gas charging shall include repairing of coils, pressure leak testing, vacuuming and finally gas charging etc.
- 4) The repairing work and the gas charging will remain under warranty for a period of 3 months of actual work done. You shall charge the gas in the ACs in any number of times in case of leakage with no extra cost to BHEL. Similarly, the parts replaced by you shall also remain under warranty of 3 months from the actual work done and you shall change/repair the parts replaced by you with no extra cost to BHEL.
- 5) You need to quote the buyback rates of old items as mentioned in the price format. You shall be allowed to take the old item only when you quote the buyback rates.
- 6) The work will be completed within 10 days of placement of order on you.
- 7) The ACs will be repaired to satisfaction of Engineer-in-charge.

D. GENERAL TERMS & CONDITIONS: -

- 1) Tenders received late /in open condition/ not meeting the tender condition / incomplete in any respect are likely to be rejected.
- 2) BHEL will not be responsible for the postal delay under any circumstances for non-receipt of Tenders by due date & time.
- 3) The offer of the bidders who are on the banned list and also the offer of the bidders who engage the services of the banned firms, shall be rejected. The list of the banned firms is available on BHEL web site www.bhel.com
- 4) The Tenderers are required to quote for the complete scope of work. Tenders for part of the work or incomplete in any respect are liable to be rejected.
- 5) Rates quoted by the bidder will be firm during the contract period. No price variation and escalation due to any reason will be allowed.
- 6) 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.
- 7) **OFFER VALIDITY:** Validity of offer will be **30 days** from the date of opening of the bid.
- 8) **EVALUATION CRITERIA:** Evaluation of bid will be on total cost to 'BHEL' (i.e. at Sl. No. 10 of above Price Format). The order will be placed on your offer subjected to the reasonability of rates.
- 9) **CORRECTION OF ARITHMETIC ERRORS:** Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:
 - i) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the BHEL there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.



- ii) 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.
- iii) 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.
- iv) In case, gross total price does not match with the total of item wise breakup, the highest price so calculated shall be considered for evaluation but in case of order, the same shall be placed at the lowest price
- 10) **COMPLETION PERIOD:** The work of repairing shall be completed within 10 days of placement of order.
- 11) **WARRANTY:** All repaired ACs will be in warranty of 3 months from the date of actual repairing. You shall rework on/or replace the faulty part of/repair the AC which goes under breakdown during this period with no extra cost to BHEL.
- 12) **LD CLAUSE:** L.D. for delay in completion of work: Extension of time for completion of work may be granted by BHEL where delay is not attributable to the contractor. In case of the work is not completed within the scheduled date of completion, a penalty of ½% per day of delay subjected to maximum of 10% of order value will be deducted as L.D.
- 13) **SUBLETTING:** The Contractor shall not sublet, transfer or assign the full work or any part thereof to any other person/company/organization.
- 14) **TAXES AND DUTIES:**
- a) To enable BHEL to avail GST input tax credit, 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 complaint Tax invoice. The successful bidder shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services.
 - b) BHEL reserves the right to protect its interest against any loss on account of availability of GST credit.
 - c) GSTIN of BHEL will be provided to the contractor along with the work order.
 - d) Any new/ change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
 - 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) Applicable GST shall also be recoverable from the contractor in case of LD recovery/ penalty on account of breach of terms of contract.
 - g) 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) Code etc.
 - 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 rule.
- 15) **TERMS OF PAYMENT:**
- a) The payment will be made for the actual work done and / or parts replaced. Nothing extra would be paid for whatsoever reasons.
 - b) No advance payment or the payment for mobilization of work will be made to the contractor.
 - c) The payment will be made after completion of work within 21 days of submission of in-discrepant GST compliant bill in our office.
 - d) The payment will be made through NEFT for which you shall provide Bidder's details as per Annexure-III.
 - e) The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.



f) All payment will be subjected to deduction of taxes at source as per rules.

16) EARNEST MONEY DEPOSIT (EMD):

a) The Earnest Money Deposit (EMD) of **Rs. 980/- (Rupees Nine Hundred Eighty only)** in the following forms in favour of BHEL, payable at New Delhi, must be submitted in a separate envelope:

- i) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
- iii) Electronic Fund Transfer credited in BHEL account (before tender opening)

Bank name	KOTAK MAHINDRA BANK
Address of Bank	G-F 3A-3J GROUND FLOOR, AMBA DEEP, 14 K.G.MARG, N.DELHI-1
IFSC	KKBK0000172
CA NO	9011196535
BANK ACCOUNT NAME	BHARAT HEAVY ELECTRICALS LTD

b) Earnest Money is to be paid by tenderer to ensure the tenderer does not refuse to execute the Job/ services after it is awarded to him.

c) EMD of the tenderer will be forfeited if:

- i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.
- iii) EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

d) EMD given by all unsuccessful tenderer shall be refunded normally within 15 days of acceptance of award of work by the successful tenderer.

e) EMD shall not carry any interest.

f) EMD of successful tenderer will be retained as part of Security Deposit.

17) SECURITY DEPOSIT:

a) The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit. The security deposit should be collected before start of work by the contractor.

b) Bidder agrees to submit performance security required for execution of the contract within 7 working days. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI rate + 6 %) for the delayed period, shall be submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT/ contract, from the bills along with due interest.

c) Security deposit may be furnished in any one of the following forms:

- i) Cash (as permissible under the Income Tax Act)
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)



- v) Securities available from Indian Post offices such as National Saving 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)
 - vi) (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)
 - vii) At least 50% of the Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 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.
 - d) Security Deposit shall be released to the Contractor only after successful completion of warranty period as stipulated under Special Terms and Conditions related to work.
 - e) The Security Deposit shall not carry any interest.
 - f) Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the contract and the contractor shall be liable to compensate BHEL for any losses incurred by BHEL. BHEL reserves the right to appropriate any part / whole of the amount of the security deposit without prejudice to other claims against the contractor for losses suffered by BHEL due to failures on the part of the contractor, due to termination of contract or contractor becoming disqualified because of liquidation / insolvency. The decision of BHEL in respect of such losses, damages, charges, expenses or costs, shall be final and binding to the contractor.
- 18) All necessary precautions with respect to safety at site and environmental aspects and their impacts shall have to be taken by the contractor for activities performed by his workers.
- 19) In case of any dispute, the decision taken by BHEL Management will be final and binding on the contractor.
- 20) No party shall be permitted to tender for work in BHEL in which any of their near relatives is an employee connected with the award and execution of the contract. They shall also intimate the names of persons who are working with them in any capacity or subsequently employed by them and who are near relatives of any employee of the BHEL. Any violation of this condition which comes to the Notice of the BHEL after the work is awarded will entitle the BHEL to treat the contractors as having committed a breach of contract and to exercise all the rights and remedies available to the BHEL on account thereof.
- 21) The bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ Service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
- 22) **TERMINATION OF CONTRACT:** BHEL may terminate the contract by giving not less than thirty day's written notice of termination to the successful tenderer. If the successful tenderer does not remedy a failure in performance of their obligation under the contract, within thirty days after being notified.
- 23) **TERMINATION OF CONTRACT ON DEATH:** 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.
- 24) **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.



25) **POST TECHNICAL AUDIT OF WORK AND BILLS:** BHEL reserves the right to carry out a post payment audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc. and to enforce recovery of any sums becoming due as a result thereof in the manner provided into the proceeding sub-paragraph provided however, that no such recovery shall be enforced after three years of passing the final bill.

26) **ARBITRATION / CONCILIATION:**

In the event of any dispute arising between the parties hereafter referred as BHEL and Contractor in respect of or connected with this contract, General & Special terms & conditions of tender, then the same shall be referred to Arbitration and Arbitrator will be nominated by the Head of Administration of BHEL Corp. Office, New Delhi, whose decision shall be final and binding on both the parties. However, any differences or doubt pertaining to meaning/ interpretation of any phrase word used in terms or in the schedule of services, their nature and manner of rendering of such services shall be the excepted matter and be referred to the Head of Administration of BHEL Corp. Office, New Delhi, whose decision shall be the final and binding. The provisions of Arbitration and Conciliation Act, 1996 or any statutory modification and re-enactment thereof will apply to such arbitration provided however, in all matters the venue of proceedings will be Delhi and only Delhi or appropriate Courts will have jurisdiction over the same.

27) **RISK CLAUSE:** In case the contractor do not accept the work awarded to him or do not turn up after the award of work, BHEL shall have the right without any prejudice to get the work done through any other alternate agency at the risk and cost of Contractor. The additional cost including loss, if any incurred by BHEL will be recovered from the Contractor.

E. CONTRACTOR'S OBLIGATIONS:

1. Contractor shall supervise the work allotted to him and to be carried out by his employees.
2. Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
3. Contractor to maintain appropriate records of his employees deployed to carry out the job(s).
4. Contractor to provide employment card/identity card with photograph duly verified and attested by the contractor to his employees. Contractor to indicate the name of the proprietary /partnership firm/company, place of work, contact number and duration of validity of card.
5. Contractor will be responsible for the good conduct of his employees. In case of any misconduct/misbehavior by any employee, the contractor will replace such employee (s) immediately.
6. Contractor will ensure that the job is executed through his employees on his rolls and shall not sub-contract the job.
7. Contractor will keep watch on his employees and he will be liable for any pilferage/loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
8. Contractor to provide PPEs and safety shoes to his employees. The contractor shall be responsible for enforcing all safety regulations as applicable.
9. Contractor shall follow all rules and regulations pertaining to Environment safety as laid down by the Government from time to time.
10. Contractor to get all his employees insured against all type of risks at his own cost.
11. Contractor to ensure that all precautions are taken for safety of himself, his employees and equipment.
12. Contractor shall provide to his employees all tools, tackles and equipments and maintain the same to carry out the job under the contract at his cost.



13. Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.
14. During the work if any damage occurred to BHEL property, the vendor would restore it to the original condition or the cost will be recovered from the vendor including administrative charges.

For & on behalf of "BHEL"

(Signature)
(Omender Singh)

Dy. Manager (HR-TAX)

 ओमेन्द सिंह
उप प्रबंधक (मा. सं. - वित्त)।
Omender Singh
Dy. Manager (HR-TAX)
भारत भारी इलेक्ट्रिकल्स लि., राज्यदा कार्यालय, सेक्टर-17, नोएडा
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida



DECLARATION

I / We, do hereby declare that the proprietor/firm/partner has not been suspended / delisted / blacklisted by any other Govt. Ministry / Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. I / 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 of Party with seal)

Place:

Date:

John



No Deviation Certificate

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of this tender. We hereby undertake and confirm that we have understood the specifications properly and shall be providing the services mentioned in this tender enquiry.

(Signature of Party with seal)

Place:

Date:

Intn

**BIDDER'S DETAILS**

Name of the Contractor /Party/ Firm	
Present status of Party, whether Individual/ HUF/ Partnership firm/ AOP/ Public Ltd. Company/ Private Ltd. Company	
Name of Representative	
Postal Address	
Phone/ Landline Nos.	
Mobile Nos.	
Fax No.	
E-Mail Address	
Web Site Address (If Any)	
Bank details for payment through NEFT/RTGS	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 contractor)

For