

# BHARAT HEAVY ELECTRICALS LIMITED

ESTATE OFFICE  
BHEL TOWNSHIP, SECTOR-17  
NOIDA- 201301



## TENDER DOCUMENT FOR

**Providing and Installation of 7 nos. Window ACs (1.5 TR each) on rental basis, at  
BHEL Township, Sector - 17, NOIDA**

NIT no. 06: AA: NOI: ADMN: Rental WAC: 112:2023-24  
Dated 29.06.2023

### CONTENTS

1- Notice Inviting Single Tender

**Last date for Submission: 03.07.2023 at 1500 hrs.**

**Date for opening of tender: 03.07.2023 at 1530 hrs.**

  
Dy. Manager (HR-TAX)  
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

**Bharat Heavy Electricals Ltd.**

सम्पदा कार्यालय, सेक्टर -17, नोएडा - 201301 (यू.पी.), भारत

BHEL Township: Estate Office, Sector-17, Noida-201 301 (UP) INDIA

फोन (का.)/ Tel.- 9956841122,

**NOTICE FOR INVITING SINGLE TENDER**

**NIT no. 06:AA:NOI:ADMN.:Rental WACs:112:2023-24 Dated: 29.06.2023**

Last date of Submission of Sealed Tender: **03.07.2023 at 1500 hrs.**

Date of opening of Tender: **03.07.2023 at 1530 hrs.**

To,  
M/s. A K Airconditioner,  
Near Shiv Mandir, Gijhore,  
Sector-53, Noida

**Sub: Providing and Installation of 7 nos. Old Window ACs (1.5 TR each) on rental basis, at BHEL Township, Sector - 17, NOIDA.**

Dear Sir,

We are pleased to invite your most competitive offer for subject Services in BHEL Township as detailed below: -

**Price Format**

Sl. No.	Item	Unit (A)	Quantity (B)	Unit Rate of rent (Rs.) (C)	Amount (Rs.) (D) = (B) x (C)
1	Providing and Installation of 7 nos. old Window ACs (1.5 TR each) on rental basis, at BHEL Township, Sector - 17, NOIDA	nos.	7		
2	Total Amount (Rs.)				
3	GST ( @ %) (Rs.)				
4	Total Amount including GST (Rs.)				
<b>Total Amount in Words:</b>					

**Note :** Please quote your rates inclusive of all including GST on above item in BHEL Township, Sector-17, Noida.

**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](http://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. Also 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. Tenderers are 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. Engineer-in-charge's decision will be full and final in the event of any. Any queries regarding this tender may be clarified from Dy. Manager (HR-TAX), on mobile No.- 8800957694 or at e-mail: 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. 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-I must be signed and stamped.
3. No deviation certificate as per Annexure-II must be signed and stamped.
4. Bidder's details as per Annexure-III must be signed and stamped.

**C. SPECIAL CONDITIONS:**

1. The old Window ACs (WACs) are to be provided and installed on the rental basis for one summer season only i.e. upto 15th October, 2023.
2. The WACs should be in good working as well as aesthetic conditions.
3. These all Window ACs are to be provided and installed at official buildings in BHEL Township, Sector-17, Noida.
4. The wooden window frames are already made in the windows of the room by BHEL.
5. The bidder will supply and install the ACs in the said buildings within 5 days of placement of order.
6. In the event of any malfunctioning of AC, the same should be rectified within 24 hours. If the AC required major repairs and take more than another 24 hours, the bidder has to provide another functional AC failing which the penalty clause will be applicable.
7. BHEL looks forward to get excellent services from the bidder.

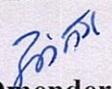
**D. GENERAL TERMS & CONDITIONS: -**

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](http://www.bhel.com)
4. The Tenderers are required to quote for the complete scope of services. Tenders for part of the services 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 rates quoted by the bidder are deemed to be inclusive of all and any other incidental works required to complete the services and inclusive of all the taxes and duties except Goods and Service Tax which will be payable extra at applicable rate as per Price Format.
7. 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.
8. **OFFER VALIDITY:** Validity of offer will be **30 days** from the date of opening of Tender.
9. **EVALUTION CRITERIA:** Evaluation of bid will be on total cost to 'BHEL' (i.e. at Sl. No. 4 of above Price Format). The order will be placed on your offer subjected to the reasonability of rates.
10. **CORRECTION OF ARITHMETIC ERRORS:** Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:
  - a) 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.

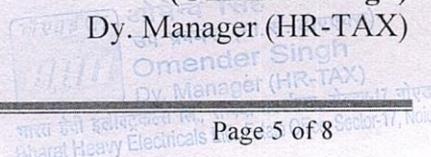
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- d) **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.**
- e) If any bidder does not accept the correction of errors, their bids are liable to be disqualified.
11. You should ensure the equipment to be provided under the contract against perils like fire, earthquake, theft, high voltage etc. i.e. your own cost.
12. **L. D. Clause:** The successful tenderer has to attend the complaint within 24 hours. If you fail to attend the complaint or provide another working AC within 48 hours, the penalty will be imposed @ ½ % (i.e. 0.5 %) per day per AC of delay. LD will be calculated on the total rental value of malfunctioning/ non-working AC and deducted from monthly bills. However, the total penalty due to delay will be up to maximum 10% of total contract value.
13. **CONTRACT PERIOD:** The bidder will supply and install the ACs in the said buildings within 5 days of placement of order. The tenure of rental will be upto 15<sup>th</sup> October 2023.
14. **SUBLETING:** The Contractor shall not sublet, transfer or assign the full work or any part thereof to any other person/company/organization.
15. **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 compliant 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) 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.
- g) 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.
16. **PAYMENT TERMS:**
- a) The payment schedule will be as follows:
- 30% amount of total contract value : at the end of 1<sup>st</sup> month
  - 30% amount of total contract value : at the end of 2<sup>nd</sup> month
  - 40% amount of total contract value : at the end of contract period and dismantling of ACs from our premises.
- However, disconnection of services due to delayed payment shall not be permissible.
- b) No advance payment or the payment for mobilization of work will be made to the contractor.
- c) The monthly bill amount shall be inclusive of all taxes and duties, except Good and Service tax (GST), which will be payable extra as per Price Format.
- d) The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
- e) All payment will be subject to deduction of taxes at source as per rules.

- f) Any tax incurred on purchase of materials by the contractor in respect of this contract shall be treated as included in the charges and BHEL will not entertain any additional claim whatsoever in this respect.
- g) Bills raised by the Contractors shall be certified by the official in-charge of BHEL and the payments will be made against running/final bill excluding GST portion, within 21 days by NEFT/RTGS from the date of receipt of in discrepant bill.
17. After completion of contract period, the contractor shall remove all the WACs from the premises at his own risk and cost after due permission from BHEL.
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 15 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 15 days after being notified.
23. **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.
24. **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.
25. **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.
26. **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.

For & on behalf of "BHEL"

  
(Omender Singh)

Dy. Manager (HR-TAX)

  
Omender Singh  
Dy. Manager (HR-TAX)

**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:

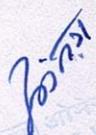
  
Omender Singh  
Dy. Manager (HR-TAX)  
भारत हेवी इलेक्ट्रिकल्स लि., एस्टेट ऑफिस, सेक्टर-17, नोएडा  
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida

ESTATE OFFICE: BHEL TOWNSHIP: NOIDA

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)

  
Omender Singh  
Dy. Manager (HR-TAX)  
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida

**BIDDER'S DETAILS**

Name of the Contractor /Party/ Firm	
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 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.

  
Omender Singh  
Dy. Manager (HR-TAX)  
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Mohali

**(Signature & seal of the Bidder)**