



**BHARAT HEAVY ELECTRICALS LIMITED  
BHEL ESTATE OFFICE**

**BHEL- TOWNSHIP, SECTOR-17  
NOIDA, UP - 201301**



**TENDER DOCUMENT**

**FOR**

**Repairing of 15 nos. Window ACs installed in Transit Flats in BHEL  
Township, Sector-17, Noida.**

**NIT No.: 06: AA: NOI: ADMN.:AC-Repairing:112:2021-22**

**Dated: 13.07.2021**

**CONTENTS**

**1- Notice Inviting Limited Tender**

**LAST DATE FOR SUBMISSION: 20.07.2021 at 15:00 Hrs.**

**DATE FOR OPENING OF TENDER: 20.07.2021 at 15:30 Hrs.**

  
ओमेन्दर सिंह  
वरि. अभियंता (मा. सं.-टीएएक्स)  
**Omender Singh**  
Sr. Engineer (HR-TAX)  
भारत हेवी इलेक्ट्रिकल्स लि., सम्पदा कार्यालय, सेक्टर-17, नोएडा  
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida





भारत हेवी इलेक्ट्रिकल्स लिमिटेड

**Bharat Heavy Electricals Ltd.**

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

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

फोन (का.) / Tel.- 0120-3070956, फैक्स / Fax- 0120-3070982

Email id:- omender@bhel.in

**NOTICE FOR INVITING LIMITED TENDER**

**Sub. : Repairing of 15 nos. Window ACs installed in Transit Flats in BHEL Township, Sector-17, Noida.**

Dear Sir,

We are pleased to invite your most competitive offer for Repairing of 15 nos. Window ACs installed in Transit Flats in BHEL Township, Sector-17, Noida as per following terms & conditions and Price Format:

**PRICE FORMAT**

Sl. No.	Description of items	Unit	Qty.	Rate per AC (Rs.)	AMOUNT (Rs.)
1	Repairing of Window ACs (make – Voltas, capacity – 1.5 TR each) to make them in good working condition.	nos.	15		
2	Goods and Services Tax (GST)	IGST @      %			
		SGST @      %			
		CGST @      %			
3	Total Offer value Inclusive all (₹)				
Total Amount (inclusive of all) in words : Rupees					

**A. INSTRUCTIONS FOR THE BIDDERS:**

1. The offer shall be submitted as per the instructions of tender document. Only one set of tender document duly 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.

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4. BHEL reserves the right to accept or reject any or all offers without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter.
5. 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, or else, BHEL's interpretation shall prevail & shall be binding on the tenderer.
6. The Tenderer should accept all terms & conditions of the tender unconditionally. Tenders with deviations from terms and conditions shall be rejected.
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 doubt. Any queries regarding this tender may be clarified from Sr. Engineer (HR-TAX), on Telephone No. 0120- 3070956 / mobile No.- 8800957694 or e-mail : [omender@bhel.in](mailto:omender@bhel.in)
8. The tenderers or their representative may attend the opening of Tender Bids, if they so desire. The tenders shall be opened on schedule date & time even if the bidders or their representative are not present.

**B. SPECIAL TERMS & CONDITIONS RELATED TO THE SUBJECT WORK:**

- 1) All the ACs are installed at different locations in the same premises of BHEL Township, Sector-17, Noida.
- 2) The bidders are advised to visit the premises and get the ACs checked thoroughly before quoting the rates for repairing.
- 3) Gas charging of Window ACs shall include repairing of coils, pressure leak testing, vacuuming and finally gas charging etc. Cost of any part(s) pertaining to repairing work will be included in above rates.
- 4) The sufficient manpower such as Service Engineer/ technicians/ supervisors must be deployed by the contractor to complete the work within stipulated time. They will carry out instructions of Engineer-in-charge during the progress of work.
- 5) Any AC damaged by the negligence of the contractor's representative shall be repaired up to its original condition at no extra cost to BHEL.
- 6) All the spare parts supplied by vendor should be genuine, brand new and of Original Equipment Manufacturer make.
- 7) **Warranty:** The repairing work and the gas charging will remain under warranty for a period of 90 days. You shall charge the gas in the ACs in any number of times in case of leakage and/ or repair the ACs with in the period of 90 days, from the date of actual work done, with no extra cost to BHEL.

**C. 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 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. No price variation and escalation due to increase in labour / material cost will be allowed.

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- 6) The rates quoted by the bidder are deemed to be inclusive of all and any other incidental works required to complete the work and inclusive of all the taxes but excluding GST. The GST shall be quoted extra in the same price bid format.
- 7) **OFFER VALIDITY:** Validity of offer will be **30 days** from the date of opening of tender document.
- 8) **EVALUATION CRITERIA:** The criteria of evaluation of bids shall be on the basis of documents submitted by the tenderers. BHEL shall finalize successful tenderer by **opening of sealed price bid**. Evaluation of Price Bid will be done on overall L-1 rate inclusive all taxes and duties (on Sl.No.- 3 of Price Bid Format).  
In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.  
In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of respective L-1 bidder(s) or their representative (s).  
Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.
- 9) **CORRECTION OF ARITHMETIC ERRORS:** Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:
- 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.
  - 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.
  - 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**
  - If any bidder does not accept the correction of errors, their bids are liable to be disqualified.
- 10) **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.
- 11) **CONTRACT PERIOD:** The work shall be completed within 05 days of placement of order. The tenure of contract for repairing will be 5 days only.
- 12) **QUANTITY VARIATION:** The quantity of ACs to be repaired may vary upto ± 2 nos. of ACs during execution of work as per the direction of Engineer-in-charge.
- 13) **SUBLETING:** 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:**
- Price shall be all inclusive, except GST. The amount towards GST shall be indicated separately as specified in the price format.
  - To enable BHEL to avail GST Input Tax Credit (ITC), vendor shall submit GST Complaint Tax Invoice containing all the particulars as stipulated under Invoice Rules of CGST Rules,

*For NIT*



2017 as amended from time to time. Such invoice shall be submitted within prescribed time limit in the name of BHEL, Estate Office, Sector-17, Noida.

- c) Vendor shall ensure strict compliance under GST Act & Rules so that Input Tax Credit is available to BHEL.
- d) 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.
- e) Any Statutory Changes as and when made applicable by the Government shall become applicable against documentary evidence.
- f) 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 and GST as applicable, as amended from time to time and a certificate to this effect shall be provided to the vendor by BHEL.

15) **PAYMENT TERMS:**

- a) The 90 % payment shall be made for the actual work done within 21 days' time after successful completion of work and submission of in discrepant bills to our office and balance 10 % would be release after 90 days of warranty period. No advance payment or the payment for mobilization of work will be made to the contractor.
  - b) All payment will be subject to deduction of taxes at source as per rules.
  - c) 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.
  - d) The successful bidder shall submit the bank details along with the cancelled cheque for NEFT/RTGS.
- 16) Accommodation in any manner will not be provided to the workers of the contractor deployed in the execution of work.
- 17) No excuses like hindrance because of extreme weather conditions, non-availability of labour and material etc. will be entertained for not completing the work in time.
- 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) **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.

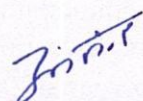
*For*





- 23) **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.
- 24) **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.
- 25) **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)  
Sr. Engineer (HR-TAX)

  
ओमेन्दर सिंह  
वरि. अभियंता (मा. सं.-टीएएक्स)  
Omender Singh  
Sr. Engineer (HR-TAX)  
भारत हेवी इलेक्ट्रिकल्स लि., सम्यदा कार्यालय, सेक्टर-17, नोएडा  
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida



**DECLARATION**

I / We, do hereby declare that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner. Also 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 contractor)**

Place:

Date:

  
  
Omender Singh  
वरि. अभियंता (मा. सं.-टीएएक्स)  
Sr. Engineer (HR-TAX)  
भारत हेवी इलेक्ट्रिकल्स लि., समुदाय कार्यालय, सेक्टर-17, नोएडा  
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, 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 contractor)**

  
  
ओमेन्दर सिंह  
वरि. अभियंता (मा. सं.-टीएएक्स)  
**Omender Singh**  
Sr. Engineer (HR-TAX)  
भारत हेवी इलेक्ट्रिकल्स लि., सम्पदा कार्यालय, सेक्टर-17, नोएडा  
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida



**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)**

  
  
**ओमेन्दर सिंह**  
 वरि. अभियंता (मा. सं.-टीएएक्स)  
**Omender Singh**  
 Sr. Engineer (HR-TAX)  
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 Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida