



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

उद्योग क्षेत्र, नई दिल्ली/ Industry Sector, New Delhi

मानव संसाधन प्रबंध / **Human Resources Management**

ID/ HRM/ A041/ FM_ENQ

11th September 2023

NOTICE FOR INVITING TENDER

Sealed tenders are invited for the following service in BHEL, Industry Sector, Lodhi Road, New Delhi.

Name of Services : Comprehensive Annual Maintenance Contract of fax machines installed at BHEL, Lodhi Road Office.

NIT No. : ID/ HRM/ A041/ FM_ENQ dated 11.09.2023

Last Date & Time for Submission of Tender : Up to 1500 hours of 21.09.2023

Date & Time of Opening : 1530 hours of 21.09.2023

Tender Cost : Nil

Earnest Money Deposit : Rs. 470.00

Bidder has to submit offer, complete in all respects directly through E-PROCUREMENT MODE only. Bidder may visit <https://eprocurebhel.co.in> for participating in the tender.

In case of any clarification, the bidder can contact the undersigned at 011-41793301 or at email: anks@bhel.in.

(Ankur Khurana)
Engineer (Administration)

Scope of Work:

The scope of work shall include routine preventive maintenance once in a month and attending of complaints within 24 hours from the lodging of complaint.

The model no. of fax machines are as follows:

- | | |
|----------------|-----------|
| 1. Canon L 220 | - 06 Nos. |
| 2. Canon L 140 | - 01 Nos. |

All 07 machines are installed on different floors in BHEL office at Lodhi Road, New Delhi. The scope of work shall be inclusive of labour charges, visiting charges and all required materials/ accessories as per requirement whereas consumables like toner, fuser unit etc. shall be provided by BHEL.

Preventive maintenance shall be carried once in a month. In addition to the preventive maintenance, emergency calls shall be attended within 24 hours on as and when required basis.

Instructions to Bidder:

1. Bidders must go through all annexures carefully before submitting the bid.
 - Annexure I - Details of Business.
 - Annexure II - Acceptance Letter/ No Deviation Certificate.
 - Annexure III - Declaration.
 - Annexure IV – Bill of Quantities (BOQ).
 - Annexure V – Bank Account Details of BHEL, Lodhi Road.
 - Annexure VI – Certificate by Chartered Accountant on letter head
2. EMD amount of Rs. 470.00 (Rupees Four Hundred Seventy only) needs to be deposited through NEFT. The bank account details of BHEL for NEFT are enclosed as Annexure - V. The bidder is required to enclose a copy of the acknowledgement of NEFT payment along with their bids. Bids without EMD will not be accepted and shall not be considered for further evaluation.

The EMD of unsuccessful bidders shall be returned after award of work to the successful bidder. No interest shall be payable on EMD amount.

The EMD shall be forfeited in case of:

- i) After opening the tender, the bidder revokes his bid within the validity period or increases his earlier quoted rates.
- ii) The successful bidder does not commence the work within the period as per LOI / contract. In case the LOI / contract is silent in this regard then within 15 days after the award of contract.

MSEs shall be exempted from payment of earnest money deposit (EMD) at the time of tender submission. However, there is no exemption of security deposit. MSE Suppliers can avail the intended benefits only if they submit attested copies of either Udyam or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) along with attested copy of a CA certificate (format enclosed as Annexure-VI) or valid NSIC certificate along with the offer. Date to be reckoned for determining the deemed validity will be the last date of bid submission.

3. Tender must be submitted in e-Tender on E-PROCUREMENT portal <https://eprocurebhel.co.in> only. In case of any clarification, bidder may contact this office.
4. The tenderer should accept all terms & conditions of the tender unconditionally. Bids with deviations from terms and conditions of the tender shall be rejected.
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 and shall be binding on the tenderer.
6. The prices quoted should be firm and no revision of prices will be entertained after the tender is opened.
7. Tender shall be received up to 1500 hours on 21.09.2023 on E-PROCUREMENT portal <https://eprocurebhel.co.in> only.
8. Validity of offer will be 90 days from the date of opening of tender.
9. 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.
10. If a bidder wishes to inspect the fax machines before quoting the rates, he may visit BHEL offices on any working day from 12.09.2023 to 20.09.2023 between 0900 Hrs to 1700 Hrs. Any queries regarding this tender may be clarified from Engineer (Administration) over telephone no. 011-41793301 or at email anks@bhel.in.
11. Bidder is required to enclose copies of their GST registration, PAN card and a cancelled cheque.
12. The prices quoted should be inclusive of labour charges, visiting charges and all required materials/ accessories as per requirement whereas consumables like toner, fuser unit etc. shall be provided by BHEL.
13. **Evaluation Criteria:** Evaluation of tender will be done on overall L-1 rate on total cost to BHEL basis. 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 toss/ draw of lots, in the presence of the 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.

Terms & Conditions of the contract:

1. **Validity of Offer:** Validity of offer will be 90 days from the date of opening of the techno-commercial bid.
2. **Quantity Variation:** The quantity of any item mentioned in the Bill of Quantities (BOQ) may vary $\pm 30\%$ during execution of work as per the direction of Engineer-in-charge.
3. **Subletting:** The Contractor shall not sublet, transfer or assign the full work or any part thereof to any other person/company/organization.

4. **Validity of Contract:** Validity of contract shall be 2 years from the date of start of work. The above contract may be **short closed** as per the requirement of BHEL with prior notice of one month.
5. **Payment:** Payment towards AMC charges shall be done on quarterly basis after receipt of original GST compliant invoice or completion of the quarter whichever is later. 100% payment shall be made within 30 days from the day of receipt of original GST compliant invoice or completion of the work whichever is later.
6. **Taxes & duties:** The taxes and duties applicable at the time of generation of GST compliant invoice shall be payable by BHEL.
7. **Security deposit (SD)** of 5% of order value shall be deposited by the successful bidder before the start of the contract. SD, without interest, shall be refunded after successful completion of contract period.

If the successful bidder requests BHEL to adjust EMD amount towards SD then balance amount has to be deposited before the start of the contract.
8. The contractor should ensure that their workforce shall be provided with all safety devices, tools and tackles required while working on the system and all safety precautions are adhered to by their workforce.
9. **Penalty due to downtime:** In the event of poor performance / no services provided, an additional penalty of Rs. 1,000 per week shall be imposed on the contractor.
10. **Termination of contract:** If at any time the Service Provider defaults in proceeding with the work with due diligence and continues to do so or commit any default in complying any of the tender terms and conditions even after the notice in writing is given, BHEL may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to BHEL, terminate the contract by giving 15 days' notice in writing. The notice will be deemed to have been served as and when sent to the address given in the tender. In such a case, the Security Deposit of the contractor shall be forfeited.

BHEL also reserves the right to terminate the contract at any point of time without assigning any reason thereof.
11. **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 contract or shall pay the claim on demand without any terms & conditions.
12. **Bonus:** Bonus is not applicable in this contract.
13. **PVC:** Quoted prices shall remain firm during the contract period and nothing extra shall be payable for any reason whatsoever.
14. **ORC** – There shall not be any ORC applicable for this contract.
15. **Arbitration:**
 - a) 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 or 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 BHEL .

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 DELHI.

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

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 and execution of the Contract, such dispute or difference shall be resolved amicably by mutual discussions. In case of disputes not resolved by mutual discussions, these shall be referred by either parties for resolution of CPSES Disputes (AMRCD) as mentioned for in Department of Public Enterprises (DPE) Office Memorandum Ref. No. F. No. 4 (1)/2013-DPE(GM)/FTS- 1835 dated 22.05.2018dated 22.05.2018 as amended.

16. **Force Majeure :** A force majeure (FM) means extra ordinary events or circumstances beyond human control such as an event described as an Act of God (like natural calamity) or events such as war, strike, riots, crimes, pandemic (but not including negligence or wrong doing, predictable / seasonal rain and any other events specifically excluded in the clause). An FM clause frees both the parties from contractual liabilities 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 can't be claimed ex-post facto. There may be an FM situation affecting the purchase organisation only. In such a situation, the purchase organisation is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 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.

17. **Laws governing the contract:** The Order/Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.

18. **Jurisdiction of court:** Courts at Delhi/New Delhi shall have GST jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

19. **Default/ breach of contract, insolvency and risk purchase**

- a. If the Service Provider / Contractor fails to provide the required services as per the Contract and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to / provide services covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Contractor (Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the BHEL may be put to incur or sustain by reason of the Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Contractor (Service Provider) and if BHEL so desires, may hire such services and in such manner as it deems appropriate, at the risk and cost of the Contractor (Service Provider) and the Contractor (Service Provider) shall be liable to the BHEL for any excess costs provided that the Contractor (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Contractor (Service Provider) shall on no account be entitled to any gain on such services.
- b. Cost of the service made by the BHEL/Service taker at the risk and cost of the contractor (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of services so hired.

20. **Rights of BHEL:**

- a. In case of any conflict regarding Scope of work/PQR/Evaluation Criteria/Tender terms and conditions, the decision of BHEL shall be final and binding.
- b. BHEL reserves to itself the following rights without entitling the contractor for any compensation.
- c. To withdraw any portion of service and/or to increase or decrease the quantum of service at any stage during the tenure of the contract.
- d. To terminate the contract or get any part of the service/job done through other agency/ BHEL arranged resources, at the risk and cost of the contractor after due notice of a period of two weeks by BHEL, in the event of: -
 - i. Continued poor performance of the contractor/ assigned workforce.
 - ii. Withdrawal of workforce from the site/guest house without BHEL permission
 - iii. Corrupt or illegal or unlawful act of the contractor/ assigned workforce.

- iv. Persistent disregard of the instructions of BHEL.
 - v. Assignment, transfer, subletting of the contract work without BHEL's written permission.
 - vi. Fails to provide workforce as per BHEL requirement.
 - vii. Non-payment to workforce for three consecutive months.
 - viii. Non-fulfilment of any statutory compliance/ contractual obligations.
- e. To meet the expenses including BHEL overheads on the differential cost (i.e Risk & cost amount) at 10%, over and above the Liquidated damages/ penalties arising out of "Risk & Cost" as explained above under Sl. No. 21 C., BHEL shall recover the amount from any money due from contractor, or from any money due to the contractor including Security Deposit under this contract or any other contract of BHEL or by any other means or any combination thereof.
- f. To recover any moneys due from the contractor, from any money due to the contractor under this or any other contract or from the Security Deposit.
- g. No idle charges will be payable by BHEL in any case.

Thanking you.

Yours faithfully,
For Bharat Heavy Electricals Limited,

(Ankur Khurana)
Engineer (Administration)

DETAILS OF BUSINESS

1	Name of the firm	
2	Type of Organisation (tick the correct one)	Company / Proprietorship / Partnership / Others
3	Address for communication	
4	Registered Office, if any:	
5	Telephone No. (Office) (Res) (Mobile) (Fax)	
6	Name of Proprietor/partner	
7	Contact person: Mobile: Email ID:	

Signature and Seal of Authorised Signatory

ACCEPTANCE LETTER / NO DEVIATION CERTIFICATE

Notwithstanding anything mentioned in or bid, we hereby accept all terms and conditions of the above tender.

Or

We Hereby accept all terms and conditions of the above tender except the following:

(Give reference to clause Nos. of Terms & Conditions Which are not acceptable)

- 1.
- 2.
- 3.
- 4.
- 5.

Note: Any deviation specified elsewhere in the tender shall not be considered. Deviations may or may not be accepted by BHEL.

Signature and Seal of Authorised Signatory

DECLARATION

I/We hereby declare that I /we have not been banned or de-listed by any PSU/Government Department /Financial Institute /Court and no case is pending with the police /court against our firm / partner or the company.

Signature and Seal of Authorised Signatory

Bill of Quantities (BOQ)

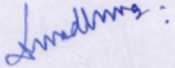
S No.	Job Description	Quantity (in Nos.)	Rate (in figures)	Amount (in figures)
1.	Comprehensive Annual maintenance contract for Fax machines (07 nos.) installed at different floors in BHEL office at Lodhi Road, New Delhi.	7	3357.14	23500
Total contract value for 2 Years				23500

NOTE:

1. The prices quoted should be inclusive of labour charges, visiting charges and all required materials/ accessories as per requirement whereas consumables like toner, fuser unit etc. shall be provided by BHEL.
2. Applicable taxes shall be payable extra.

Date:

(Signature and Stamp of Authorised Signatory)

EFT MANDATE (DULY CERTIFIED BY BANKER)			
Bank Name	CANARA BANK		
Bank Branch Address	PRIME CORPORATE BRANCH -II, WORLD TRADE TOWER, BARAKHAMBHA LANE, NEW DELHI		
Branch Code	1942	MICR No	110015097
Swift Code	CNRBINBBIFD		
IFSC for RTGS	CNRB0001942		
IFSC for NEFT	CNRB0001942		
Beneficiary's Name	BHARAT HEAVY ELECTRICALS LIMITED INDUSTRY SECTOR INTEGRATED OFFICE COMPLEX, LODHI ROAD NEW DELHI - 110003		
Beneficiary's Account Number	0307201003847		
Type of Account	CURRENT ACCOUNT - GENERAL		
We hereby certify that information given above (Bank Details) are true and correct			
We certify that the particulars mentioned above are true and correct and we will be responsible if any of the information stated above found to be incorrect at a later date. We also confirm that, any changes in the above details occurring in future, shall be informed to you immediately.			
Yours Faithfully			
Sign			
Name:	दीपक वधवा / DEEPAK WADHWA वरिष्ठ लेखाधिकारी / Senior Accounts Officer		
Designation:	भारत हेवी इलेक्ट्रिकल्स लिमिटेड उद्योग क्षेत्र, एकीकृत कार्यालय कॉम्प्लेक्स लोधी रोड, Industry Sector, Integrated Office Complex, Lodhi Road, नई दिल्ली-110003 / New Delhi-110003		
			
		Banker's Seal and Signatures	

**Certificate by Chartered Accountant on letter head
(Only for those who are submitting EM-II Certificates)**

This is to certify that M/S..... (hereafter referred as Company) having its registered Office at is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part-II)
..... Dated, Category.....
(Micro/Small). (copy Enclosed).

Further verified from the Books of Accounts that the investment of the Company as per the latest audited financial year..... as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722€ dated October 5,2006: Rs..... Lakhs
2. For service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006: Rs..... Lakhs. (Strike off whichever is not applicable)

The above investment of Rs..... Lakhs is within permissible limit of Rs.....Lakhs for.....Micro/Small (Strike whichever is not applicable) Category under MSMED Act 2006. Or The Company has been graduated from its original category (Mini/Micro) (Strike whichever is not applicable) and the date of graduation of such enterprise from its original Category is (DD/MM/YYYY) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No.3322 (e) dated 01.11.2013 published in the gazette notification 04.11.2013 by Ministry of MSME.

Date:

(Signature)
Name

Membership Number

Seal of Chartered Accountant