



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/ Lift01-ENQ
04th August 2020

To,
M/s thyssenkrupp Elevator (India) Pvt. Ltd.
429, Functional Industrial Estate,
Patparganj, Delhi - 110092

Sub: Single tender for replacement of damaged components in Lift # 1 at BHEL, Lodhi Road

Dear Sir,

BHEL, Lodhi Road invites your most competitive offer for replacement work of damaged components in Lift # 1 (2-07-S2356) at BHEL, Lodhi Road, New Delhi. The Scope of Work and terms & conditions of the tender are mentioned below:

Scope of Work

The scope of work encompasses dismantling of the existing faulty / damaged components in the internal button control panel of lift #1, replacement of the same with new components and handing over of the functional lift to BHEL. If any component / part etc. needs to be transported out of BHEL premises, then the transportation cost and any other allied cost shall be in the scope of M/s thyssenkrupp Elevator (India) Pvt. Ltd.

A. Tender Terms & Conditions:

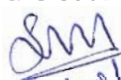
1. Your offer in a sealed envelope should reach the undersigned latest by 1200 hours on 07.08.2020 and the same shall be opened on the same day at 1200 hours.
2. Offers submitted must contain a copy of tender document duly signed by the bidder. The bidder should accept all terms & conditions of the tender unconditionally.
3. Price to be filled-in strictly as per the Price Bid format. Bidder is required to indicate all the applicable taxes in the price bid format.
4. The offer submitted shall be valid for a period of 90 days from the date of opening of bid.
5. The envelope should be super-scribed with **"Tender for replacement of damaged components in Lift #1 at BHEL, Lodhi Road"**.
6. Price Bid should be free from correction. Corrections, if any, must be countersigned. If there is a difference between price quoted in words and figures, then the lower of the two shall be treated as final quoted figure.
7. BHEL reserves the right to scrap the tender without assigning any reason whatsoever.
8. If required, a negotiation committee of BHEL may contact the bidder and ask them to be present or send a suitable representative for a negotiation meeting.

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B. Contract Terms & Conditions:

1. **Contract Value:** The value of the contract shall be decided as per the calculation indicated in the Price Bid, however, the payment shall be made as per actual cost of spares. Quoted prices shall remain firm during the contract period and nothing extra shall be payable for any reason whatsoever.
2. **Contract period:** The contract shall be valid for a period of fifteen days from date of award of work.
3. **Warranty Period:** 12 months from the date of complete installation of the components.
4. **Payment:** 100% payment, after deducting TDS as applicable, shall be made within 30 days from the day of receipt of original GST compliant invoice or completion of the work whichever is later.
5. 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. The contractor has to ensure that the workforce deployed under this contract is insured.
6. The bidder shall indemnify BHEL against any compensation that may arise out of any injury or death to any person deputed by the bidder.
7. No excuses like hindrance because of extreme weather conditions, non-availability of labour and material etc. will be entertained for not providing services on time.
8. In case any machine / component, other than the already damaged components, gets damaged due to mishandling by the person deputed by the bidder, the same shall have to be restored back to its original condition by the bidder at their own cost.
9. **Arbitration:**
 - a. In the event of any dispute or difference arising out of the execution of the Order/Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision between BHEL & Service Provider in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL.

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 venue of arbitration shall be at New Delhi.
 - 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 Order/Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. 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, Dept. 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.


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10. **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.

11. **Jurisdiction of court:**

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

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

- a. If the Service Provider / Service Provider 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 Service Provider 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 Service Provider (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 Service Provider'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 Service Provider (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 Service Provider (Service Provider) and the Service Provider (Service Provider) shall be liable to the BHEL for any excess costs provided that the Service Provider (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Service Provider (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 Service Provider (Service Provider) shall be worked out after levying 25% overheads as departmental charges on the cost of services so hired.

Your offer as per required specifications, in a sealed envelope, should reach the following address latest by 1200 hours on 07.08.2020 at:

**BHEL Industry Sector
Integrated Office Complex
Lodhi Road, New Delhi – 110 003**

Thanking you.

Yours faithfully,
For Bharat Heavy Electricals Limited,

श्लोक नागर / SHLOK NAGAR
वरिष्ठ अधिकारी (Senior Officer)
मानव संसाधन प्रबंध विभाग / HR Dept.
SHARAT HEAVY ELECTRICALS LIMITED
Industry Sector, Integrated Office Complex
Lodhi Road, New Delhi-110003

Price Bid Format**Sub: Replacement of damaged components in Lift # 1 (2-07-S2356) at BHEL, Lodhi Road**

Sl. No.	Description			Rate Per unit	Amount (In Rupees)
		Name of Spare part	Quantity		
1	Charges for replacement of damaged components				
2	Charges towards dismantling and reinstallation				
Applicable GST					
Total value of work (in Rupees)					
Total value of work (in Words)					

1. The amount to be quoted in the above format shall be inclusive of all but exclusive of taxes.
2. All taxes and duties levied by state and central govt. shall be payable extra as applicable from time to time.

For M/s thyssenkrupp Elevator (India) Pvt. Ltd.**Authorised Signatory**


04/00/2020