



BHARAT HEAVY ELECTRICALS LIMITED

ESTATE OFFICE
BHEL TOWNSHIP, SECTOR-17
NOIDA- 201301



TENDER DOCUMENT FOR

**Repair and maintenance of Window ACs by Gas Charging in BHEL Township,
Sector-17, Noida.**

NIT no. 06: AA: NOI: ADMN: AC repair: 112:2019-20
Dated: 02.05.2019

CONTENTS

1- Notice Inviting Single Tender

Last date for Submission: 03.05.2019 at 1500 hrs.

Date for opening of tender: 03.05.2019 at 1530 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

TENDER DOCUMENT

NIT no. 06: AA: NOI: ADMN: AC repair: 112:2019-20 Dated: 02.05.2019

Last date of Submission of Sealed Tender: **03.05.2019 at 1500 hrs.**

Date of opening of Tender: **03.05.2019 at 1530 hrs.**

M/s. Ziask Enterprizes,
B-84, Second Floor, Okhla Jamia Nagar,
New Delhi 110025

Subject: Repair and maintenance of Window ACs by Gas Charging in BHEL Township, Sector-17, Noida.

Dear Sir,

The competitive offer is invited for repair and maintenance work of Window ACs in BHEL Township, Sector-17, Noida as described below:

PRICE FORMAT

Sl. No.	Description of items	unit	Qty.	rate per AC (Rs.)	AMOUNT (Rs.)
1	Leak Testing & Gas Charging of Window AC cap. 1.5 TR	nos.	20		
2	GST			SGST @ %	
				SGST @ %	
				SGST @ %	
3				Total Payable Amount (₹)	

Amount in words: _____

Note: The Total payable amount should be inclusive of all including GST 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. 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.



3. 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.
4. 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.
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, else, BHEL's interpretation shall prevail & shall be binding on the tenderer.
6. Any queries regarding this tender may be clarified from Sr. Engineer (HR-TAX) on landline no. 0120-3070956/ email: omender@bhel.in.
7. 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) EMD of ₹ 880/- (Rupees Eight Hundred Eighty only) in the form of Pay Order or Demand Draft in favour of BHEL, payable at New Delhi, or through Electronic Fund Transfer credited in BHEL account (before tender opening), must be submitted in a separate envelope. Tender not accompanied with EMD/ EMD submitted in any forms other than above mentioned will not be accepted.
- 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 no case is pending with the police/ court against the proprietor/ firm/ partner or the company (Agency). As well as the bidder has not been suspended / 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) Gas charging of Window ACs shall including repairing of coils, pressure leak testing, vacuuming and finally gas charging etc.
- 2) The work shall be completed within 07 days of placement of order on you.
- 3) The work of gas charging will remain under warranty for a period of 90 days. You shall charge the gas in the ACs in case of leakage within a period of 90 days from the date of actual work done, with no extra cost to BHEL.

D. GENERAL TERMS & CONDITIONS: -

- 4) Tenders received late /in open condition/ not meeting the tender condition / incomplete in any respect are likely to be rejected.
- 5) BHEL will not be responsible for the postal delay under any circumstances for non-receipt of Tenders by due date & time.
- 6) 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
- 7) The Tenderer is required to quote for the complete scope of services. Tender for part of the services or incomplete in any respect are liable to be rejected.
- 8) Rates quoted by the bidder will be firm during the contract period. No price variation and escalation due to any reason will be allowed.
- 9) 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.
- 10) 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.

11) EARNEST MONEY DEPOSIT (EMD):

- a) The Earnest Money Deposit (EMD) of ₹ 880/- (**Rupees Eight Hundred Eighty only**) in the following forms in favour of BHEL, payable at New Delhi, must be submitted in a separate envelope: -
1. Cash deposit as permissible under the extant Income Tax Act (before tender opening)
 2. Electronic Fund Transfer credited in BHEL account (before tender opening)
 3. Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
 4. Fixed Deposit Receipt (FDR) issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Bidder, a/c BHEL)
- b) Earnest Money is to be paid by each 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 shall not carry any interest.
- e) EMD of successful tenderer will be retained as part of Security Deposit.

12) 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) 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.
- c) Security Deposit shall be released to the Contractor only after successful completion of guarantee period as stipulated under Special Terms and Conditions related to work.
- d) The Security Deposit shall not carry any interest.
- e) 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.

- 13) **OFFER VALIDITY:** Validity of offer will be **15 days** from the date of opening of the bid.
- 14) **EVALUATION CRITERIA:** Evaluation of bid will be on total cost to 'BHEL' (i.e. at Sl. No. 3 of above Price Format). The order will be placed on your offer subjected to the reasonability of rates.
- 15) **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.
- 16) 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.
- 17) **WORK COMPLETION PERIOD:** The work is to be completed within a period of 07 days from the placement of order on you.
- 18) **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.
- 19) **SUBLETING:** The Contractor shall not sublet, transfer or assign the full work or any part thereof to any other person/company/organization.
- 20) **TAXES AND DUTIES:**
- 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. Such invoice shall be submitted within prescribed time limit in the name of Estate Office, BHEL Township, Sector-17, Noida. GSTIN of BHEL is 09AAACB4146P2ZC.
 - Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.
 - 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 and GST as applicable, as amended from time to time and a certificate to this effect shall be provided to the contractor by BHEL.
 - Payment shall be made to contractor only after submission of GST compliant Tax invoice as mentioned above and other relevant documents.
- 21) **TERMS OF PAYMENT:**
- No advance payment or the payment for mobilization of work will be made to the contractor.
 - The payment will be made through NEFT for which you shall provide Bidder's details as per Annexure-III.
 - 90% payment would be made within 21 days' time starting from work completion and submission of indiscrepant bills to our office. Balance 10% amount will be released only after completion of warranty period of 90 days. The payment shall be made for the actual work done on submission of the GST compliant bills to Estate Office, complete in all respects.

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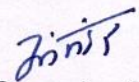
- d) The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
- e) All payment will be subjected to deduction of taxes at source as per rules.
- 22) All necessary precautions with respect to safety at site and environmental aspects and their impacts shall have to be taken by the contractor for activities performed by his workers.
- 23) In case of any dispute, the decision taken by BHEL Management will be final and binding on the contractor.
- 24) 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.
- 25) 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.
- 26) BHEL may terminate the contract by giving 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 after being notified.
- 27) **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.
- 28) **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.
- 29) **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.
- 30) **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.
- 31) **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.

Handwritten signature

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. In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL.
13. Contractor shall comply with all statutory requirements, rules, regulations, EPF & ESI, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
14. Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities/BHEL authorities.
15. In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, BHEL would not be responsible for that, in any case.
16. Contractor shall provide to his employees all tools, tackles and equipment and maintain the same to carry out the job under the contract at his cost.
17. Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.
18. 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"


(Omender Singh)

Sr. Engineer (HR-TAX)



ओमेन्द्र सिंह
वरि. अभियंता (मा. सं.-टीएक्स)
Omender Singh
Sr. Engineer (HR-TAX)

भारत हेवी इलेक्ट्रिकल्स लि., सम्पदा कार्यालय, सेक्टर-17, नोएडा
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida

ESTATE OFFICE: BHEL TOWNSHIP: NOIDA

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Dated: 02.05.2019

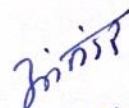
DECLARATION

I / We hereby declare that no case is pending with the police/ court against the bidder/ firm/ company (Agency). Also I /We have not been suspended / blacklisted by any PSU / Government Department / Financial Institution / Court etc.

(Signature of Party with seal)

Place:

Date:



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



Annexure - II

ESTATE OFFICE: BHEL TOWNSHIP: NOIDA

NIT no. 06: AA: NOI: ADMN: AC repair: 112:2019-20

Dated: 02.05.2019

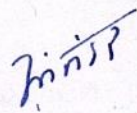
No Deviation Certificate

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:



ओमेन्द्र 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

ESTATE OFFICE: BHEL TOWNSHIP: NOIDA

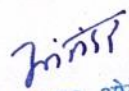
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Dated: 02.05.2019

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.



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

(Signature & seal of the contractor)