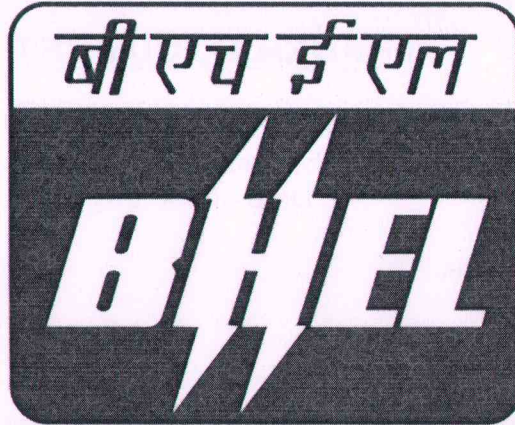


BHARAT HEAVY ELECTRICALS LIMITED
ESTATE OFFICE, BHEL TOWNSHIP, SECTOR-17, NOIDA- 201301



Maharatna Company

TENDER DOCUMENT

FOR

**INSTALLATION OF 01 NO. SPLIT AC (MAKE VOLTAS CAP. 2.0 TR)
IN BHEL TOWNSHIP, SECTOR 17, NOIDA**

**NIT NO. 19: AA: NOI: VOLTAS SPLIT AC: 112:2017-18
Dated: 19.08.2017**

CONTENTS

1- NOTICE INVITING SINGLE TENDER

LAST DATE FOR SUBMISSION	: 23.08.2017 at 1500 hrs.
DATE FOR OPENING OF TENDER	: 23.08.2017 at 1530 hrs.
VENUE OF OPENING OF TENDER	: Estate Office, BHEL Township, Sector-17, Noida



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Ltd.

सम्पदा कार्यालय, बीएचईएल उपनगरी, सेक्टर-17, नोएडा 201301

BHEL Township: Estate Office, Sector-17, Noida-201301

फोन (का.) 3070956 (फैक्स) 3070982 Phone (O) 3070956 (Fax) 3070982

TENDER DOCUMENT

NIT NO. 19: AA: NOI: ADMN: VOLTAS SPLIT AC: 112:2017-18: DATED: 18.08.2017

Last date of Submission of Sealed Tender: **23.08.2017 at 1500 hrs.**

Date of opening of Tender: **23.08.2017 at 1530 hrs.**

M/s. Air Command Engineers,
D-84, Sector-10,
Noida

Sub: INSTALLATION OF 01 NO. SPLIT AC (MAKE VOLTAS CAP. 2.0 TR) IN BHEL TOWNSHIP, SECTOR 17, NOIDA

Dear Sir,

We are pleased to invite your most competitive offer for installation of 01 no. Split AC in BHEL Township, Sector-17, Noida as detailed below:

PRICE FORMAT

Sr.N o.	Particulars	HSN Code	Qty.	Unit	Rate (Rs.)	GST (%)	GST Amt.	Amount with GST (Rs.)
1	Leak repair & Gas Charging 2.0 TR Split AC		1	no.				
2	Flexible Pipe		11	meter				
3	Copper Pipe		11	meter				
4	Installation Charge of Split AC		1	Job				
Total Payable (Rs.)								

Amount in Words: _____

The above rates shall be inclusive of all taxes, cartage etc. complete.

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. No overwriting / correction in tender documents by tenderer shall be allowed. However, if

- correction is unavoidable, the same must be signed by authorized signatory.
3. The tenderer must submit their tenders in two separate sealed envelopes prominently super scribed as 'EMD Deposit' & 'Single Part Bid' along with NIT No. & due date written on each of the envelopes. These two separate envelopes shall together be kept in third envelop super scribed with name of Work, NIT No. & due date of opening.
 6. 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.
 7. 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.
 8. The bidder is advised to inspect & examine the site and obtain all the necessary information related to the scope of work/ specifications, risk & contingencies involved before submitting their offers. Any queries regarding this tender may be clarified from Sr. Engineer (HR-TAX) on Tel. No.-0120-3070956, mobile No.-8800957694 or at e-mail: omender@bhel.in.
 9. The tenderer or their representative may attend the opening of bids if they desire.

B. DOCUMENTS TO BE SUBMITTED ALONG WITH TENDER ENQUIRY

1. EMD of ₹ 336/- (Rupees Three Hundred Thirty Six 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 -A), 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 -B (enclosed) must be signed and stamped.
5. Bidder must submit the bidder's details in the enclosed format (Annexure-C).
6. Bidder must submit the 'Declaration of GST benefits' as per Annexure-D

C. GENERAL TERMS AND CONDITIONS:

1. The NIT No. & due date must be legibly super scribed on the envelope.
2. The total amount quoted should be inclusive of all taxes, duties, freight etc.
3. The quoted rates shall deem to be inclusive of all incidental charges. No additional payment other than above rates shall be payable.
4. Late tenders or delayed Tenders (received after Due Date & time) may be rejected.
5. Bid without requisite Earnest Money (EMD) will not be considered.
6. Price quoted shall be valid for 30 days from the date of opening the bid.
7. Price shall be quoted as per enclosed 'Price Format' only. Quotations not filled in Price Format are likely to be rejected.
8. The amount should be indicated both in words and figures. All entries in the Tenders must be written in ink or typewritten. Over-writing should be avoided. Corrections, if any, should be attested with signature by the bidder.
9. **EARNEST MONEY DEPOSIT (EMD):**
 - a) The Earnest Money Deposit (EMD) of ₹ 336/- (**Rupees Three Hundred Thirty Six only**) in the following forms in favour of BHEL, payable at New Delhi, must be submitted in a separate envelope: -
 - i. Cash deposit as permissible under the extant Income Tax Act (before tender opening)
 - ii. Electronic Fund Transfer credited in BHEL account (before tender opening)
 - iii. Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
 - 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 given by all unsuccessful tenderer shall be refunded normally within 15 days of acceptance of award of work by the successful tenderer.
- e) EMD shall not carry any interest.
- f) EMD of successful tenderer will be retained as part of Security Deposit.

10. 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.
11. 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.

12. EVALUATION CRITERIA: The order will be placed on your offer subjected to the

reasonability of rates. Evaluation of bid will be on total cost to 'BHEL'.

13. If any information/documents submitted by the contractor are found false/fake at any stage, the tender will be cancelled.

14. **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. If any bidder does not accept the correction of errors, their bids will be disqualified.

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. Such invoice shall be submitted within prescribed time limit in the name of Estate Office, BHEL Township, Sector-17, Noida.
- b. The contractor has to submit their GST registration certificate to BHEL Estate Office within 21 days from the acceptance of work order. GSTIN of BHEL will be provided to the contractor by BHEL Estate office within 30 days from the placement of work order.
- c. Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.
- d. 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.
- e. Payment shall be made to contractor only after submission of GST complaint Tax invoice as mentioned above and other relevant documents. However, to protect BHEL's interest for GST input tax credit, GST portion amount along with notional interest on GST credit for 2 months' period (presently rate of interest is @ 24%) shall be withheld and the same shall be released only after confirmation from GST website/portal that such invoice has been declared in GSTR-1 return filed by contractor within the stipulated time for the relevant period and tax amount thereon has been paid by contractor to Govt. within the stipulated time period as per GST Law.
- f. In case GST credit is delayed/denied to BHEL or subsequently recovered from BHEL due to non/delay in filing of GSTR-1 Return or delay in/nonpayment of tax to Govt. by contractor or for any other reasons not attributable to BHEL, in such case any financial implication on BHEL on account of delay/loss/recovery from BHEL of such GST Credit along with interest levied/leviable on BHEL till the time GST credit is available to BHEL, shall be recovered from the contractor's bill and/or adjusted against GST amount not paid as indicated under (e) above.
- g. Irrespective of refund of GST Credit and interest thereon to BHEL by GST portal upon subsequent declaration of such invoice by contractor in his GSTR-1 for any period after due date of such return and/or payment of GST thereon by contractor on GST portal, the notional interest for delayed period of GST credit (i.e. delay for the period when GST credit is actually allowed and the period when GST credit should have been allowed had contractor declared such invoice in his GSTR-1 and paid tax thereon in the relevant month as per GST law) shall be recovered from contractor.

16. **TERMS OF PAYMENT:**


- a. The amount quoted should be firm and valid till contract period.
 - b. No advance payment or the payment for mobilization of work will be made to the contractor.
 - c. The payment will be made through NEFT for which you shall provide Bidder's details as per Annexure-C.
 - d. The payment, excluding GST & notional interest thereon, shall be made for the actual work done/material used within 15 days' time of work completion and submission of indiscrepant bills to Estate Office, complete in all respects.
 - e. The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
 - f. All payment will be subjected to deduction of taxes at source as per rules.
17. **PERIOD OF COMPLETION OF WORK:** The work is to be completed within a period of 07 days from the date of placement of order.
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 week of delay subjected to maximum of 10% of order value will be deducted as L.D.
19. **L.D. for bad quality of work:** if the quality of work is not satisfactory the L.D. of up to 10% of work order value may be imposed.
20. The total LD for delay as well as for quality is to be considered in TOTO i.e. Total LD shall be 20% of the Work Order value.
21. No excuses like hindrance because of extreme weather conditions, non-availability of labour will be entertained for not completing the work in time.
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.
- D. SPECIAL TERMS AND CONDITIONS RELATED TO THE WORK:**
- 1) No inferior quality of work/material will be accepted. The subject work shall be carried out up to the satisfaction of Engineer-in-charge.
 - 2) The material shall be of standard quality that shall be approved by Engineer-in-charge.
 - 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.
 - 4) **WORKMANSHIP:** Good workmanship is an essential requirement to be complied with. In case of bad workmanship re-work will be done by the vendor on no extra claim
 - 1) Any queries regarding this tender may be clarified from the Sr. Engineer (HR-TAX) on Tel. No other person except contractor's authorized representative shall be allowed to enter BHEL's premises/ office.
 24. **RISK CLAUSE:** BHEL reserves the right to terminate the contract due to any failure on the part of the contractor in discharging his obligations as per terms & conditions of the contract or for poor quality of services or in the event of his becoming insolvent or going into liquidation. The decision of BHEL about the failure on the part of the contractor shall be final and binding on the contractor. In the eventuality of action under this clause
 25. All jobs / duties and any other items specifically not mentioned but which are usual and functional requirement shall be deemed to be included in the scope of work and for such work no extra claim shall be entertained.
 26. 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 contract 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.

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. **POST TECHNICAL AUDIT OF SUPPLY AND BILLS:** BHEL reserves the right to carry out a post payment audit and technical examination of the services and the bills 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.
29. **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 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.

You are requested to submit this tender document duly signed and stamped on each page as a token of acceptance of above mentioned rates and T & Cs.

For & on behalf of "BHEL"


(Omender Singh)
Sr. Engineer (HR-TAX)

ESTATE OFFICE: BHEL TOWNSHIP: NOIDA

NIT NO. 19: AA: NOI: ADMN: VOLTAS SPLIT AC: 1 12:2017-18

DATED: 19.08.2017

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:

Incompetent

ESTATE OFFICE: BHEL TOWNSHIP: NOIDA

NIT NO. 19: AA: NOI: ADMN: VOLTAS SPLIT AC: 112:2017-18

DATED: 19.08.2017

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:

Amender

ESTATE OFFICE: BHEL TOWNSHIP: NOIDA

NIT NO. 19: AA: NOI: ADMN: VOLTAS SPLIT AC: 112:2017-18

DATED: 19.08.2017

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	Name of Bank: Branch: Account No.: IFSC No.: MICR No.:

Note: Submit a canceled cheque for verification of above bank details.

Member

(Signature & seal of the contractor)

ANNEXURE-D

ESTATE OFFICE: BHEL TOWNSHIP: NOIDA

NIT NO. 19: AA: NOI: ADMN: VOLTAS SPLIT AC: 112:2017-18

DATED: 19.08.2017

DECLARATION OF GST BENIFITS

To whom so ever it may concern, I hereby on behalf of my organization declare that I have quoted the rates considering the benefits of Goods and Service Tax (GST) including Input Tax Credit (ITC) in the Price Bid.

(Signature of Party with seal)

Place:

Imender

Date: