

BHARAT HEAVY ELECTRICALS LIMITED
CORPORATE ADMINISTRATION
BHEL HOUSE, SIRI FORT, NEW DELHI – 110049.

Ref: AA:GAX:19:Elevator:01:NIT
Date: 01.04.2019

M/s Beacon Elevator Co. P. Ltd.
B-38-D, Siddharth Extension,
New Delhi-110014

Submission of tender on 08.04.2019 by 11:00 AM
Due date for opening on 08.04.2019 at 11:30 AM

SUB: Annual Maintenance Contract for Elevator installed in Cook House at BHEL House

Your most competitive offers are invited, in sealed covers for maintenance of Elevator (Dumb Waiter) installed in Cook House at BHEL House.

1.0 TERMS & CONDITIONS

- 1.1 Attending all the electrical as well as mechanical breakdowns with parts.
- 1.2 Replacement of worn out door shoes & mechanical locks and minor repair of doors as and when required.
- 1.3 Your Service Engineer should attend the elevator Every Month and as & when required.
- 1.4 Any modification in the existing elevator conditions, replacement of worn out steel wore and accessories like CFL, Fan, Batteries, etc. shall be out of this contract.
- 1.5 All tools & tackles required for maintenance work shall have to be provided by the successful tenderer at no extra cost.
- 1.6 Any machine damaged due to mishandling by the person deputed by the successful tenderer shall have to be restored back to its original condition by the successful tenderers at their own cost.
- 1.7 The successful tenderer shall indemnify BHEL against any compensation that may arise out of any injury or death to any person deputed by the successful tenderer.
- 1.8 Bid with overwriting are liable to be rejected. Bid shall remain valid for a period of 60 days from the date of opening of bid. However, calendar completion time will shall be 365 days.
- 1.9 The successful tenderer should comply with all statutory requirements applicable for this contract. The successful tenderer shall pay minimum wages applicable in Delhi or more to their workforce deployed for execution of work. The successful tenderer shall also ensure compliance of PF & ESI Act for their workforce deployed for execution of work.
- 1.10 The maintenance contract shall be awarded for a period of one year (01.05.2019 to 30.04.2019).

1.11 PAYMENT TERMS:

- i) Bill (on monthly basis) complete in all respect along with all the requisite documents submitted by the Contractor to BHEL will be paid within 30 days of its receipt and final acceptance of BHEL.

Accepted

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- ii) The 100% payment would be made on the basis of actual number of services provided by the contractor during the month.
- iii) The Contractor will have to intimate the bank account number, and other details of the bank to enable BHEL to credit the payments into the account.
- iv) No interest shall be payable for delay in making the payment. The Contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.

1.12 TAXES & 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. Payment shall be made to the contractor only after submission of GST complaint Tax invoice. The successful bidder shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services.
- b. BHEL reserves the right to protect its interest against any loss on account of availability of GST credit.
- c. GSTIN of BHEL will be provided to the contractor along with the work order.
- d. Any new/change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
- e. 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 & GST, as amended from time to time and a certificate to this effect shall be provided to the contractor by BHEL.
- f. Applicable GST shall also be recoverable from the contractor in case of LD recovery/penalty on account of breach of terms of contract.

1.13 LD/ PENALTY

- a) PENALTY CLAUSES: The penalties imposed for violation of service agreement clauses shall be notified by BHEL as per the terms indicated. The Contractor shall be given 3 days to respond to the levying of penalties and submit representations if any. The representations shall be suitably considered by BHEL and decision taken shall be final and binding. The penalties imposed shall be deductible from payments due to the Contractor and/or from the Security Deposit. *In the event the payments due to the Contractor and the security deposit available with BHEL falls short of the total penalty recoverable from the Contractor whether on account of the quantum of loss caused by the workmen of the Contractor or otherwise, the Contractor shall, on first written demand by BHEL pay to BHEL without demur or dispute the said sum as per BHEL's demand notwithstanding the pendency of any investigation/inquiry/legal proceedings whatsoever before any Court/Tribunal/Authority etc. The amount of loss determined by BHEL shall be final and binding on the Contractor.*



b) LD/PENALTY FOR DELAY & QUALITY

b.1. In case there is a delay attributable to service provider in providing the pest control services as per the requirement/schedule, LD/ penalty will be imposed @ Rs. 500/- per day of delay. However; the total penalty due to delay will be up to maximum 10% of total contract value. LD will be calculated on the total contract value.

b.2. If the quality of work is not satisfactory, BHEL reserves the right to impose the LD up to maximum 10% of the contract value.

b.3. LD for delay as well as quality is to be considered in TOTO i.e. total LD shall be 10% of the contract value.

b.4. In case of LD recovery, the applicable GST shall be recovered from the service provider.

c) The above are not exhaustive but merely illustrative. BHEL reserves its rights to terminate the Contract at any time in the event the Contractor has contravened any provision of the Contract or any other legal requirement or due to repeated/habitual non-adherence to the qualitative, quantitative and time requirements stipulated in the Contract after giving a notice of 30 days for rectification of the same. If the Contractor has not rectified/ corrected the deficiencies stated in the written notice issued by BHEL, within the period of 30 days from the date of issue of notice, then the Contract may be terminated by BHEL by giving a written communication to the Contractor.

d) In the event of the termination of the Contract for any reason whatsoever, BHEL's liability shall only extend to making payment to the Contractor of the Contract Price accruing (prorated, if necessary) up to the date of termination for actual services rendered by the Contractor after making all deductions that BHEL is entitled to make pursuant to provisions of this Contract. BHEL shall not have any liability to pay to the Contractor any compensation or reimburse any costs incurred by the Contractor and the Contractor hereby waives any claim for compensation for losses/damages and/or reimbursement of costs.

e) All amounts including the losses / damages / penalties / compensations etc., resulting from non-compliance with the terms of Contract, payable by the Contractor to BHEL under the Terms of the Contract will be recovered from the outstanding payments to Contractor either under this Contract or any other Contracts or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the Contractor shall make good the balance amount by actual payment. In addition, BHEL will recover the said amounts through its sister concerns, from the payments due to the Contractor in any of the Units of BHEL located in any part of India.

1.14. If the services of the successful tenderer are found to be unsatisfactory then the contract may be terminated giving one month's written notice, if the tenderer does not rectify the non-performance notified, within the aforesaid notice period.

Handwritten signature

1.15 The Tenderer should accept all terms & conditions of the tender unconditionally. Offers with deviations from terms and conditions of this tender are liable to be rejected.

1.16 Tenders shall be received and opened on the due date and time as mentioned above and opening will be in the presence of tenderers or their authorized representatives who may like to be present. Tenders received after due date & time are liable to be rejected.

1.17 The offer price is to be submitted in sealed covers.

1.18 Clarifications, if any, of Technical / Commercial nature, can be obtained from the undersigned. Please submit your lowest quotation / offers for the above requirement subject to terms and conditions given above so as to reach the under mentioned on or before the due date mentioned above.

1.19 ARBITRATION

In the event of any dispute or difference arising out of the execution of the 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 (Purchaser).

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.

In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the following clause shall be applicable: -

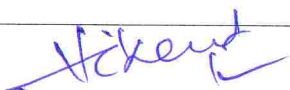
In the event of any dispute or difference relating to the interpretation and application of the provisions of the Order/Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator 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, Deptt. 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.

1.20 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.

1.21 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.



1.22 DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE.

If the Service Provider / Contractor fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality 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 supply / provide goods / services or materials 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 Seller/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 Seller/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 purchaser may be put to incur or sustain by reason of the Seller/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 Seller/Contractor (Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores / services not so delivered or others of a similar description where stores / services exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor (Service Provider) and the Seller/Contractor (Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.

Cost of the purchases made by the Purchaser at the risk and cost of the seller/contractor (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of materials / services so purchased/hired.


Vikrant Kumar
Dy. Manager (HR-ISMG & GAX)

Price Bid

S No.	Description	Qty	AMC Charges (in Rs.)
1	AMC charges for Elevator (Dumb Waiter) installed in Cook House at BHEL House for period from 01.05.2019 to 30.04.2020	01	
2	Tax (Rs.)		
TOTAL AMOUNT (Rs.)			

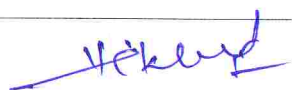
Total Amount (in words): Rupees _____

Note:

1. Taxes shall be payable as applicable.
2. The prices should be quoted in the price bid format only. If the prices will be quoted at any other place, then that may be treated as 'NULL & VOID'.

Signature

With name, Designation & seal of the firm



Acceptance Letter / No Deviation Certificate

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

Or

We hereby accept all technical and commercial terms and conditions of the above tender except the following:

(Give reference of Para Nos. which are not acceptable, along with the Annexure No. of the relevant document)

1.

2.

3.

Note:

Deviations may or may not be accepted by BHEL.

"I _____ hereby certify that except the deviations mentioned above, we do not have any other deviations to the tender no. _____ dated _____. Deviations if any, mentioned elsewhere in our bid (whether Techno-commercial bid or Price bid) may be treated as null and void by BHEL."

Signature

With name, Designation & seal of the firm

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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

With name, Designation & seal of the firm

H. K. S.

Vendor's Details

Sl. No.	Vendor's Details	
1	Name of Vendor/ Party/ Firm	
2	Name of Representative	
3	Postal Address	
4	Phone/ Landline Nos.	
5	Mobile Nos.	
6	Fax No.	
7	E-Mail address	
8	Web Site Address (if any)	
9	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
 With name, Designation & seal of the firm

H. K. K. K.