

Bharat Heavy Electricals Limited भारत हैवी इलेक्ट्रिकल्स लिमिटेड



Corporate Administration
कॉर्पोरेट प्रशासन

BHEL HOUSE, ASIAN GAMES VILLAGE COMPLEX
SIRI FORT, NEW DELHI - 110 049

Tender for

**Comprehensive AMC (Platinum Contract) for both Elevators-A & B
installed at BHEL House, Siri Fort, New Delhi - 110 049**

Ref No. AA:GAX:19:EL:104

Date:21.12.2019

LAST DATE FOR SUBMISSION: 24.12.2019 BY 02:00 PM
BID OPENING DATE: 24.12.2019 BY 02:30 PM

21.12.19

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TENDER ENQUIRY

Ref: AA:GAX:19:EL:104

Date: 21.12.2019

Submission of tender on 24.12.2019 by 02:00 PM

Due date for opening on 24.12.2019 at 02:30 PM

(Note: Opening of bid can be advanced in the event of submission of bid earlier to the one stipulated above)

**M/s Thyssenkrupp Elevator (India) Pvt. Ltd.
429, Functional Industrial Estate,
Patparganj, Delhi – 110 092**

Kind Attn: Hirender Kumar (Mob. 9811191224)

email: hirender.kumar@tkeap.com

SUBJECT: Comprehensive AMC (Platinum Contract) for both Elevators-A & B installed at BHEL House, Siri Fort, New Delhi - 110 049

Your most competitive bid in single part is invited, in sealed covers for comprehensive maintenance of two Elevators installed at BHEL House for the period of five years. The scope of work and terms & conditions of the tender are mentioned below:-

1.0 SCOPE OF WORK

1.1 Work covered under comprehensive maintenance of Elevators.

MONTHLY ROUTINE MAINTENANCE

- a) Checking the controller accessories and clean adjustment and replacement of necessary items if required.
- b) Checking of the car and hall buttons.
- c) Checking of all indicators and their replacement if required.
- d) Checking of all safety points such as emergency switch, emergency alarm bell, safety show, car gate, switch break tapes, switch safety operation and landing gate locks.
- e) Checking the leveling and it should be adjusted which should not exceed 10mm.
- f) Checking the gear oil level and lubricant of the main motor bearing motor.
- g) Checking the brake spending and brake drum.
- h) Lubricating the governor pulley.
- i) Checking the car gate and landing gate.
- j) Cleaning of the main motor of the lift.
- k) Checking of leakage of oil from different places of the machinery.
- l) Checking of elevators on UPS mode by switching main power off.

QUARTERLY MAINTENANCE

- a) Lubricating the deflector pulley, selector pulley, supporting bearing of main pulley.
- b) Cleaning and adjustment of carbon brushes of the generator and the main motor.
- c) Cleaning the ventilating dusts of the motor.
- d) Checking of the work gear and its alignment.
- e) Adjust the speed of the door operator motor.
- f) Checking the main ropes, governor ropes, selector tape and landing and car gate ropes.
- g) Checking the brake lining.
- h) Adjustment of the car gate and landing gate safety shoes.
- i) Checking of over speed switch of the governor.

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- j) Lubricating guide rails and guide shoes and adjustment of the guide shoes.
- k) Check that the emergency key works well.
- l) Check the slowing switches and final switches.
- m) Lubricate the lowers of the break assemble.
- n) Component Replacement (Scope in the Platinum Contract) Throughout the duration of this Agreement, ThyssenKrupp Elevator shall replace or repair, free of charge, the following range of components for reasons related to normal wear and tear. Coverage shall be inclusive of repair or replacement of machines, motors, generators, ropes, inverter systems, and controller parts to be inclusive of printed circuit boards. Sub components inclusive of belts, rollers, gears, bearings, solenoids, coils, chocks brake shoes, liners, contacts, contactors, relays, coils, push buttons, door operator VVVF drive, car door safety device limit switches, governor, hoist way door locks, indicators, and other minor mechanical parts shall also be included except as excluded elsewhere. Where escalator, moving walks, or other passenger conveyance equipment is covered under the scope of this Agreement, machine, controller, handrails, handrail drive, steps, and step chains, Sub components belts, steps rollers, handrail bearing, safety switches, magnetic switches, combs shall also be included for repair or replacement in all cases related to normal wear and tear.

Components will be furnished by the ThyssenKrupp Elevator on exchange basis under which the old replaced components become the property of the ThyssenKrupp Elevator.

1.2 Work not covered (Exclusion) under comprehensive maintenance of Elevators

(Parts other than exclusive (mention below) shall be repaired or replaced at no extra cost.

- a) Entrance architrave or elevator face decoration at all floor landing, all painting job except of elevator materials.
- b) The scope of this Agreement does not provide coverage for nor imply inspection of cosmetic, construction, or ancillary components of the system, including the finishing, repairing, or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoist way door panels, door frames, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breakers, feeders to controller, hoist way wiring, hydraulic elevator jack outer casing, buried piping, alignment of elevator guide rails, smoke and fire sensors, communication devices, security systems, access control or monitoring systems, or batteries air conditioners, heaters, ventilation fans and all other items as set forth and excluded in this Agreement.

2.0 GENERAL TERMS & CONDITIONS

- 2.1 **Validity of Contract:** The maintenance contract shall be valid for a period of five years w.e.f from date of award of order.
- 2.2 The bidder should comply with all statutory requirements applicable for this contract. The bidder shall pay minimum wages applicable in Delhi or more to their workforce deployed for execution of work. The bidder shall also ensure compliance of PF & ESI Act for their workforce deployed for execution of work.
- 2.3 All tools & tackles required for maintenance work shall have to be provided by the vendor at no extra cost.
- 2.4 Any machine damaged due to mishandling by the person deputed by the vendor shall have to be restored back to its original condition by the vendor at their own cost.

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- 2.5 The vendor shall indemnify BHEL against any compensation that may arise out of any injury or death to any person deputed by the vendor.
- 2.6 Bids with overwriting are liable to be rejected.
- 2.7 If the services of the vendor are found to be unsatisfactory then the contract may be terminated giving one month's written notice, if the vendor does not rectify the non-performance notified, within the aforesaid notice period.
- 2.8 The vendor should accept all terms & conditions of the tender unconditionally. Offers with deviations from terms and conditions of this tender are liable to be rejected.
- 2.9 **Validity of rates:** The accepted rate shall remain firm for the entire duration of contract.
- 2.10 Tenders shall be received and opened on the due date and time as mentioned above and opening will be in the presence of vendor or their authorized representatives who may like to be present. Tenders received after due date & time are liable to be rejected.

2.11 CORRECTION OF ARITHMETIC ERRORS: BHEL shall correct arithmetical errors on the following basis:

- 2.11.1.** If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity (or total amount for two lifts for 12 months), 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.
- 2.11.2.** 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.
- 2.11.3.** If any bidder does not accept the correction of errors, their bids will be disqualified.

3.0 SPECIAL TERMS & CONDITIONS

- 3.1 The service engineer of the Vendor shall make unlimited visits on call basis in case of emergency breakdown. Breakdown maintenance shall have to be undertaken whenever required.
- 3.2 All tools & tackles required for maintenance work shall have to be provided by the bidder at no extra cost.
- 3.3 Bidder will attend to premises to assist with the annual government inspection/ license for lift operation. All associated costs for such inspection will be borne by BHEL.
- 3.4 Bidder will annually test all safety devices in accordance with relevant safety standards at no extra cost as per company norms except full load testing which shall be at extra cost.
- 3.5 Bidder would not in any way be liable to replace or repair free of charge under this contract if any willful damage is caused to all or part of elevator as a consequence of faulty electrical system, fire, water seepage, flooding, thefts, lockouts etc.

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3.6 **RESPONSE TIME:** If Breakdown call or any type of complaint is given before 3.00 PM on any working day, it shall be attended on the same day. If call is given after 3.00 PM, it will be attended by 12.00 Noon on the next working day.

3.7 Price to be filled-in strictly as per the Price Bid Format (refer Annexure A). Price quoted should be firm, final and not subject to any price escalation.

4.0 TAXES AND DUTIES:

- a) To enable BHEL to avail GST input tax credit, contractor shall submit GST compliant 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 compliant invoice. The successful service provider(s) 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, wherever such GST ITC is available as per GST Law provisions.
- c) GSTIN of BHEL will be provided to the service provider(s) 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 service provider(s) 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 service provider(s) by BHEL.
- f) Applicable GST shall also be recoverable from the service provider(s) in case of LD recovery/penalty on account of breach of terms of contract.

5.0 PAYMENT TERMS

- a) The AMC charges shall be made quarterly in arrears.
- b) During five years there shall be 20 quarters and hence 20 bills may be raised by the Bidder and the payment excluding GST will be made against each bill within 30 days from the date of submission of the bills, complete in all respects after due verification subject to other terms & conditions mentioned in Taxes & Duties above.

Note: No interest shall be payable for delay in making the payment.

6.0 **PENALTY CLAUSES:** The downtime for any elevator should not be more than 3% for any quarter. In case the downtime is greater than 3% for any quarter, then penalty shall be deducted at the rate of 2.5% (per quarter) of AMC charges excluding taxes and the downtime for major shutdowns as given in table A below shall be counted after the minimum time needed for their repair/ replacement as mentioned in table A below. For e.g. if elevator remains completely shut down for 20 hrs. in a quarter, then the down-time of elevator shall be equal to $\{20 / (24 \times \text{no. of days in a quarter}) \times 100\} \%$.

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Table A

Sl. No.	Reason for Shutdown	Minimum time required for repair/ replacement in days
1	Rewinding/ replacement of main motor	07
2	Winding Gear	07
3	Sheave or main rope replacement	05
4	Speed governor rope	02
5	Brake shoe liner	01
6	Transformer/ rectifier	01
7	Trailing Cable replacement	05
8	Brake magnet/ Door drive motor rewinding or replacement	05

6.1 **FRAUD PREVENTION CLAUSE:** The bidders along with their 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.

7.0 CONTRACT LAW, NOTICE AND ARBITRATION

7.1 **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 of 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 Head of the BHEL Unit/Region/Division issuing the Contract.

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 at Delhi.

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

Subject to the arbitration in terms of Clause 7.1 above, the Courts at New Delhi shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.

Notwithstanding the existence or any dispute or differences and /or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the

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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 of the provisions of the Contract, such dispute or difference shall be referred to by either party for arbitration to the sole arbitrator in the department of public enterprises to be nominated by the secretary to the Government of India in-charge of the Department of Public Enterprises. Arbitration and Conciliation Act 1996 shall not be applicable to arbitration under this clause. 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.

7.2 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.

7.3 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.

7.4 DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE

a. 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

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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 not so delivered or others of a similar description where stores 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.

b. Cost of the purchases/service made by the Purchaser/Service taker 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.

8.0 PROCEDURE FOR SUBMISSION OF SEALED TENDERS

- a) Bids shall be dropped to the Tender Box, kept at Corporate Office Reception (Gate No. 3), BHEL House, Siri Fort, New Delhi – 110 049, latest by 02:00 PM on or before the due date (24.12.2019), in **single part**.
- b) Tenders shall be accompanied with a covering letter giving index interlinking all the documents enclosed and all pages should be signed & stamped and should be as per the instructions given for quoting the bid.
- c) The offer is to be submitted in single part bid in sealed covers prominently super scribed the tender number and due date and time as mentioned in the tender enquiry.
 - a. Price bid as per **Annexure – A**.
 - b. Acceptance letter/ No Deviation certificate as per **Annexure – B**.
 - c. Declaration as per **Annexure – C**.
 - d. Letter of Indemnity as per **Annexure – D**.
 - e. Vendor's Details as per **Annexure – E**.
 - f. Complete tender document duly signed and stamped by the bidder.

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 in the above mentioned tender box on or before the due date mentioned above.



(Vikrant Kumar)

Dy. Manager (HR-ISMG &GAX)

विक्रान्त कुमार / VIKRANT KUMAR Phone No- 011-66337438
उप प्रबंधक / Dy. Manager

HR-ISMG & Corp. Administration Mob. No – 0975669400

म.स.-आई.एस.एम.जी. दूर कॉम्प्रॉ
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Limited
BHEL House, Siri Fort, New Delhi-110049 E-mail: vikrantk@bhel.in

ANNEXURE-A

Ref: AA:GAX:19:EL:104

Date: 21.12.2019

PRICE BID

Comprehensive AMC for both Elevators-A & B installed at BHEL House, Siri Fort, New Delhi-110049.

Sl. No.	Year	Description of ThyssenKrupp Elevators	Sl. No.	Qty (No.)	Unit Rate (₹) / Month (exclusive of GST)	Total amount for two Lifts for 12 months (₹) (exclusive of GST)
1	First Year	TKE make passenger elevators, 13 P, 884 Kgs, 7 Stops, ACO, VVVF, Speed 1.5 mps	2462	2		
			2463			
2	Second Year	TKE make passenger elevators, 13 P, 884 Kgs, 7 Stops, ACO, VVVF, Speed 1.5 mps	2462	2		
			2463			
3	Third Year	TKE make passenger elevators, 13 P, 884 Kgs, 7 Stops, ACO, VVVF, Speed 1.5 mps	2462	2		
			2463			
4	Fourth Year	TKE make passenger elevators, 13 P, 884 Kgs, 7 Stops, ACO, VVVF, Speed 1.5 mps	2462	2		
			2463			
5	Fifth Year	TKE make passenger elevators, 13 P, 884 Kgs, 7 Stops, ACO, VVVF, Speed 1.5 mps	2462	2		
			2463			
Total amount (₹) for two Lifts for 60 months in Proposed AMC (Exclusive GST)						

GST shall be payable extra at applicable rate

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

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21.12.19.

ANNEXURE-B

Ref: AA:GAX:19:EL:104
Date: 21.12.2019

Acceptance Letter / No Deviation Certificate

SUBJECT: Comprehensive AMC for both Elevators-A & B installed at BHEL House, Siri Fort, New Delhi - 110 049

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. AA:GAX:19:EL:104 dated 21.12.2019. 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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ANNEXURE-C

Ref: AA:GAX:19:EL:104
Date: 21.12.2019

DECLARATION

SUBJECT: Comprehensive AMC for both Elevators-A & B installed at BHEL House, Siri Fort, New Delhi - 110 049

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

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Annexure-D

Ref: AA:GAX:19:EL:104
Date: 21.12.2019

SUBJECT: Comprehensive AMC for both Elevators-A & B installed at BHEL House, Siri Fort, New Delhi - 110 049

LETTER OF INDEMNITY

I/ We Indemnify BHEL against any compensation that may arise out of any injury or death to any person deputed.

Signature

With name, Designation & seal of the firm

*YK BHEL
21/12/19*

ANNEXURE-E

Ref: AA:GAX:19:EL:104
Date: 21.12.2019

Bidder's Details

SUBJECT: Comprehensive AMC for both Elevators-A & B installed at BHEL House, Siri Fort, New Delhi - 110 049

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

*St. K. K. S.
21.12.19*