



BHARAT HEAVY ELECTRICALS LIMITED

ESTATE OFFICE

BHEL TOWNSHIP, SECTOR-17

NOIDA- 201301



SINGLE TENDER DOCUMENT FOR

बीएचईएल उपनगरी, सैक्टर-17, नोएडा मे 22 आरओ (मेक लिवप्योर) की कॉम्प्रीहेंसिव
एएमसी कराने के संबंध में

ONE YEAR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF 22 NOS. OF
LIVPURE MAKE DOMESTIC ROs IN BHEL TOWNSHIP, SECTOR 17, NOIDA.

NIT no. 02: AA: NOI: ADMN: AMC-Livpure RO: 112:2020-21

Dated: 15.05.2020

CONTENTS

1- Notice Inviting Single Tender

Last date for Submission	:	18.05.2020 at 1500 hrs.
Date for opening of tender	:	18.05.2020 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



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Ltd.

सम्पदा कार्यालय, सेक्टर-17, नोएडा – 201301 (यू.पी.), भारत

BHEL Township: Estate Office, Sector-17, Noida-201 301 (UP) INDIA

फोन (Tel.)- 0120-3070956, फैक्स (Fax)- 0120-3070982

SINGLE TENDER DOCUMENT

NIT no. 02: AA: NOI: ADMN: AMC-Livpure RO: 112:2020-21 Dated: 15.05.2020

Last date of Submission of Sealed Tender: **18.05.2020 at 1500 hrs.**

Date of opening of Tender: **18.05.2020 at 1530 hrs.**

To,
M/s. Livpure Pvt Ltd.,
Plot No. 221, Phase 1, Udyog Vihar,
Gurgaon, Haryana – 122016

Sub: ONE YEAR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC OF 22 NOS. OF LIVPURE MAKE DOMESTIC ROs) IN BHEL TOWNSHIP, SECTOR 17, NOIDA.

Dear Sir,

We are pleased to invite your sealed tender for subject work in BHEL Township as detailed below:

Price Format

SR. NO.	DESCRIPTION	UNIT	QTY	UNIT RATE per year (₹)	TOTAL AMOUNT per year(₹)
1	One year Comprehensive AMC of Livpure Touch Plus RO	Nos.	5		
2	One year Comprehensive AMC of Livpure PEP RO	Nos.	17		
3	Total amount (₹)				
4	Amount of GST	SGST @_____% (₹)			
		CGST @_____% (₹)			
		IGST @_____% (₹)			
5	Total Payable Yearly Amount (₹) (A)				
6	Total Payable Quarterly Amount i.e. A÷4				
In Words: Rupees:					

Note: The net payable amount should be inclusive of all taxes, cartage, labour 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

(Handwritten Signature)



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. Tender documents are also available on BHEL web site (www.bhel.com) & on CPP Portal (<http://eprocure.gov.in/cppp/>) which can be downloaded and used as tender document for submitting the bid.
3. Bid should be free from correction. No overwriting / correction in tender documents by tenderer shall be allowed. However, if correction is unavoidable, the same must be signed by authorized signatory.
4. 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.
5. BHEL reserves the right to accept or reject the offer without assigning any reason thereof. In addition, BHEL shall not entertain any correspondence from bidder in this matter.
6. 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.
7. Any queries regarding this tender may be clarified from Sr. Engineer (HR-TAX) on landline no. 0120-3070956/ email: omender@bhel.in.
8. 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) Self-attested copies of the GSTIN Registration Number of M/s. Livpure Pvt. Ltd.
- 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 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. If necessary bidder may inspect the premises to access the quantum of materials required for the entire scope of work/services and quote accordingly. In case of submission of the tender, it will be presumed that the bidder has understood the entire scope and quoted accordingly. Nothing extra will be payable on any account whatsoever later on.
2. The comprehensive AMC shall include preventive maintenance and repair of existing faulty parts of ROs. Every work and each parts are to be covered in comprehensive AMC Nothing extra shall be paid on this account. The comprehensive AMC of ROs shall cover, inter alia, following:
 - a. Four periodical preventive service visits in a year during the period of contract, when the RO will be thoroughly checked, cleaned, serviced and adjusted. Technician will have to ensure the TDS level and the other qualitative parameters viz. taste, odour, clarity are within the permissible limits.
 - b. Any additional visit and resolution during the contract period, as and when required, in the event of breakdown or malfunctioning of the equipment, on intimation in this regard by BHEL within maximum 24 hour.
 - c. Replacement of per-filter candle (Outside Machine) will be made twice (minimum) or as per site requirement in a year within the contract period.
 - d. Replacement of sediment filter candle will be made twice (minimum) or as per site requirement in a year within contract period.
 - e. Replacement of pre activated carbon filter will be made twice (minimum) or as per site requirement in a year within contract period.
 - f. Replacement of RO membrane will be made once (minimum) or as per site requirement in a year within contract period.
 - g. Break down maintenance & repair and replacement of Flow Restrictor Tube, Post Carbon Filter, Booster Pump, Adapter, Valves, PCB, TDS Controller, Display, taste enhancer, any electro

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mechanical part, worn out Spare Electrical / Electronic Parts etc. or any other part which may be required for good running condition of RO water purifier machine.

- h. All above parts shall be Livpure Genuine Spare Electrical/Electronic Parts (OEM) only. No inferior quality of material/work would be accepted.
3. The maintenance calls shall have to be attended within a period of 24 hours from the lodgement of complaint through email or phone failing which a suitable penalty would be imposed as enumerated in LD Clause.

D. GENERAL TERMS & CONDITIONS: -

- 1) Tenders received late /in open condition/ not meeting the tender condition / incomplete in any respect are likely to be rejected.
- 2) BHEL will not be responsible for the postal delay under any circumstances for non-receipt of Tenders by due date & time.
- 3) 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
- 4) The Tenderers are required to quote for the complete scope of services. Tenders for part of the services or incomplete in any respect are liable to be rejected.
- 5) Rates quoted by the bidder will be firm during the contract period. No price variation and escalation due to any reason will be allowed.
- 6) 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.
- 7) **OFFER VALIDITY:** Validity of offer will be **30 days** from the date of opening of the bid.
- 8) **EVALUATION CRITERIA:** Evaluation of bid will be on total cost to 'BHEL' (i.e. at Sl. No. 5 of above Price Format). The order will be placed on your offer subjected to the reasonability of rates.
- 9) **CORRECTION OF ARITHMETIC ERRORS:** Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:
 - i) 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.
 - ii) 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.
 - iii) 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.
 - iv) **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**
- 10) **CONTRACT PERIOD OF COMPREHENSIVE AMC:** The tenure of contract for providing the Comprehensive AMC will be 12 months from the date of placement of work order.
- 11) **LD CLAUSE:**
 - a) The maintenance calls shall have to be attended within a period of 24 hours from the lodgement of complaint and the resolution of the complaint would be provided within 48 hours, failing which a penalty would be imposed.
 - b) The daily penalty amount per RO beyond the period of 48 hours shall be calculated as the amount 5 times of daily rates of AMC of each type of ROs. i.e. **5 multiply by (Yearly AMC rates/365)**. The penalty amount will be rounded off to next ten rupees. However, the total LD amount would be limited to 10% of total value of Work Order.



- 12) **SUBLETING:** The Contractor shall not sublet, transfer or assign the full work or any part thereof to any other person/company/organization.
- 13) **TAXES AND DUTIES:**
- a) Price shall be all inclusive, except GST. The amount towards GST shall be indicated separately as specified in the price format.
 - b) To enable BHEL to avail GST Input Tax Credit (ITC), vendor shall submit GST Complaint Tax Invoice containing all the particulars as stipulated under Invoice Rules of CGST Rules, 2017 as amended from time to time. Such invoice shall be submitted within prescribed time limit in the name of BHEL, Estate Office, Sector-17, Noida. GSTIN of BHEL is **09AAACB4146P2ZC**.
 - c) Vendor shall ensure strict compliance under GST Act & Rules so that Input Tax Credit is available to BHEL.
 - d) In case of any loss to BHEL on account of non-compliance by vendor, the same shall be to vendor's account. BHEL has a right to take necessary steps to protect its interest at the time of release of payment.
 - e) Any Statutory Changes as and when made applicable by the Government shall become applicable against documentary evidence.
 - f) While making the payment, statutory deductions as applicable, shall be made by BHEL. Payment to the vendor 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 vendor by BHEL.
- 14) **TERMS OF PAYMENT:**
- a) No advance payment would be made.
 - b) The payment will be made on quarterly basis, post work and the quarterly bill shall be paid within 15 days of the submission of GST compliant bills to Estate Office, complete in all respects. However, delay/ discontinuation of services due to delayed payment shall not be permissible.
 - c) The payment will be made through NEFT for which you shall provide Bidder's details as per Annexure-III.
 - 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.
- 15) 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.
- 16) In case of any dispute, the decision taken by BHEL Management will be final and binding on the contractor.
- 17) 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.
- 18) 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.
- 19) **TERMINATION OF CONTRACT:** BHEL may terminate the contract by giving not less than thirty day's 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, within thirty days after being notified.

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- 20) **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.
- 21) **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.
- 22) **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.
- 23) **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.
- 24) **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.

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

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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. Contractor shall provide to his employees all tools, tackles and equipments and maintain the same to carry out the job under the contract at his cost.
13. Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.
14. 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
(Omender Singh)

Sr. Engineer (HR-TAX)



ओमेन्दर 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

NIT no. 02: AA: NOI: ADMN: AMC-Livpure RO: 112:2020-21

Dated: 15.05.2020

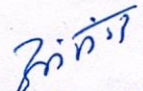
DECLARATION

I / We, do hereby declare that the proprietor/firm/partner has not been suspended / delisted / blacklisted by any other Govt. Ministry / Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. I / We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication.

(Signature of Party with seal)

Place:

Date:



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

Annexure - II

ESTATE OFFICE: BHEL TOWNSHIP: NOIDA

NIT no. 02: AA: NOI: ADMN: AMC-Livpure RO: 112:2020-21

Dated: 15.05.2020

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:



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

ANNEXURE- III

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.


 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

(Signature & seal of the contractor)