



BHARAT HEAVY ELECTRICALS LIMITED
BHEL ESTATE OFFICE

BHEL-TOWNSHIP, SECTOR-17
NOIDA- 201301



TENDER DOCUMENT

FOR

**PROVIDING AND MAINTAINING CABLE TV SERVICES IN TRANSIT
FLATS & DISPENSARY IN BHEL TOWNSHIP, SECTOR - 17, NOIDA**

NIT No. 07:AA:NOI:ADMN.:Cable TV:112:2019-20

Dated: 14.05.2019

CONTENTS

1- Notice Inviting Single Tender

Last date for Submission: 15.05.2019 at 1500 hrs.

Date for opening of tender: 15.05.2019 at 1530 hrs.



Omender Singh
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, सैक्टर-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

TENDER DOCUMENT

NIT no. 07:AA:NOI:ADMN.:Cable TV:112:2019-20 Dated: 14.05.2019

Last date of Submission of Sealed Tender: **15.05.2019 at 1500 hrs.**

Date of opening of Tender: **15.05.2019 at 1530 hrs.**

To:-

M/s. King Cable Network,
C-65A, Sector-15, Noida,
U.P.- 201301

Sub: Providing and Maintaining Cable TV Services in Transit Flats & Dispensary in BHEL Township, Sector - 17, Noida.

Dear Sir,

We are pleased to invite your most competitive offer for subject Services in BHEL Township as detailed below: -

PRICE FORMAT

Sl. No.	Description of Item	Unit	Qty. of connections	Rate (₹) per connection per month	Total Amount for all 50 nos. connections per month (₹)
1.	Providing Round the Clock Cable TV Connectivity Services for the enclosed Channel List at “Annexure-IV” including cost of cable, cable laying & fixing etc. complete in all respect in order to make all 50 connections ready to use including maintenance of the cable network as & when required during the contract period at Transit Flats & Dispensary in BHEL Township, Sector-17, Noida.	Nos.	50		
2	Amount per month (₹) ‘A’				
3	Total amount payable for 3 months (A x 3’)				
4	GST (@.....%)(₹)				
5	Net Payable Amount (₹)				
Amount in Words: Rupees					

Note : Please quote your rates inclusive of all including taxes on above item in BHEL Township, Sector-17, Noida.



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. 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, 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.
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. Also 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) The Earnest Money Deposit (EMD) of **Rs 948.00** (*Nine Hundred Forty-Eight Only*) only in the following forms in favour of BHEL, payable at New Delhi, must be submitted in a separate envelope:
 - a) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
 - b) Electronic Fund Transfer credited in BHEL account (before tender opening)
 - c) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
 - d) 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)
- 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.
- 6) The Bidder Must Submit List of Channels (enclosed at Annexure -IV)

B. SPECIAL CONDITIONS:

1. All 50 connections are to be provided in Transit Flats & Dispensary in BHEL Township, Sector-17, Noida.
2. Bidder is required to provide minimum channels as per Annexure-'IV' and no extra payment will be payable for providing any additional channels.
3. 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.

4. Installation of all the equipment, internal cabling in the building and external cable TV connectivity cabling from service provider to BHEL Township is in the bidder's scope. In case any equipment/cable is found to be defective during the contract period, the same shall be replaced immediately at no extra cost to ensure uninterrupted services during the contract period.
5. Providing Set-top box along with remote shall remain in the scope of BHEL.
6. The bidder will make sure that there are no loose cables hanging in the township which may affect the aesthetics of the premises. If any dead cable is hanging, it should immediately be removed.
7. BHEL looks forward to get excellent services from the bidder.

C. 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 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.
- 7) 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.

8) EARNEST MONEY DEPOSIT (EMD):

- 1) The Earnest Money Deposit (EMD) of **Rs 948.00** (*Nine Hundred Forty-Eight 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)
 - iv. 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)
- 2) 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.
- 3) 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.
- 4) EMD given by all unsuccessful tenderer shall be refunded normally within 15 days of acceptance of award of work by the successful tenderer.
- 5) EMD shall not carry any interest.
- 6) EMD of successful tenderer will be retained as part of Security Deposit.

- 9) **OFFER VALIDITY:** Validity of offer will be **15 days** from the date of opening of the bid.

- 10) **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.
- 11) **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.
- 12) 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.
- 13) **COMPLETION PERIOD:** The total work completion period will be for **Three (03) Months** from the dated of placement of Work Order.
- 14) **QUANTITY VARIATION:** The nos. / Quantity of Cable TV connections may vary $\pm 10\%$ during the contract period as per the direction of Engineer-in-charge.
- 15) **L. D. Clause:** In case of failure to provide cable TV connectivity, the Contractor has to attend the complaint within two hours. The duration for rectification will be within 24 hours and in case it exceeds the same, penalty will be imposed @ ₹ 20.00 per connection per day.
- 16) **TAXES AND DUTIES:**
- As Goods and Services Tax (GST) has been introduced by Govt. of India in place of earlier taxes, the same shall be payable after submission of GST compliant tax invoices.
 - The bidder must quote his rates considering benefits of GST including Input Tax credit in the quoted price.
 - 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 respective BHEL Unit/Office/Region as instructed by BHEL.
 - The contractor has to submit their GST registration certificate to respective BHEL Unit/Office/Region. GSTIN of BHEL will be provided to the contractor by respective office of BHEL.
 - 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.
 - Contractor shall have to ensure compliance under GST law for time being force and in case any loss occurs to BHEL due to non-compliance, it shall be to contractor's account.
- 17) **PAYMENT TERMS:**
- The monthly bills for Cable TV Services shall be paid within 15 days by NEFT from the date of receipt of bill without any discrepancies, subject to conditions mentioned at Sl. No. 16 (i.e. Taxes



& Duties). However, disconnection of services due to delayed payment shall not be permissible. No late fee & advance payment shall be paid by BHEL.

- b) No advance payment or the payment for mobilization of work will be made to the contractor.
- c) The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.

- 18) **SUBLETING:** The Contractor shall not sublet, transfer or assign the full work or any part thereof to any other person/company/organization. In case it is found that the work has been subletted, the contract shall be terminated immediately & Security Deposit shall be forfeited.
- 19) No excuses like hindrance because of extreme weather conditions, non-availability of labour and material etc. will be entertained for not providing the services in time.
- 20) 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.
- 21) In case of any dispute, the decision taken by BHEL Management will be final and binding on the contractor.
- 22) 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.
- 23) 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.
- 24) **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 do not remedy a failure in performance of their obligation under the contract, within thirty days after being notified.
- 25) **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.
- 26) **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.
- 27) **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.
- 28) **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,

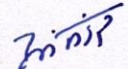
whose decision shall be the final and binding. The provisions of Arbitration and Conciliation Act, 1996 or any statutory modification and re-enactment thereof will apply to such arbitration provided however, in all matters the venue of proceedings will be Delhi and only Delhi or appropriate Courts will have jurisdiction over the same.

- 29) **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.

D. 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 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.
5. Contractor will ensure that the job is executed through his employees on his rolls and shall not sub-contract the job.
6. 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.
7. Contractor shall follow all rules and regulations pertaining to Environment safety as laid down by the Government from time to time.
8. Contractor to get all his employees insured against all type of risks at his own cost.
9. Contractor to ensure that all precautions are taken for safety of himself, his employees and equipment.
10. In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL.
11. 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.
12. 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.
13. 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.
14. During the work if any damage occurred to BHEL property, the Contractor would restore it to the original condition or the cost will be recovered from the Contractor including administrative charges.

For & on behalf of "BHEL"


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


ओमेन्द्र सिंह
वरि. अभियंता (मा. सं.-टीएएक्स)
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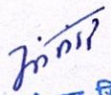
DECLARATION

I / We, do hereby declare that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner. Also I/We have not been suspended / delisted / blacklisted by any other Govt. Ministry / Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. 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 & seal of the contractor)

Place:

Date:



ओमेन्दर सिंह
वरि. अभियंता (सा. सं.-टीएएक्स)
Omender Singh
Sr. Engineer (HR-TAX)
भारत हेवी इलेक्ट्रिकल्स लि., सम्पदा कार्यालय, सेक्टर-17, नोएडा
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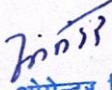
07: AA: NOI: ADMN.:Cable TV:112:2019-20

Dated: 14.05.2019

No Deviation Certificate

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of the above tender and there is no deviation in the terms & conditions of tender. We confirm that the offer submitted by is confirming to all the terms and conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender.

(Signature & seal of the contractor)

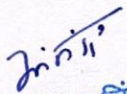


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BIDDER'S DETAILS

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 and for release of EMD*	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)

ANNEXURE- IV

List of Channels to be provided: -

Star Utsav	Zee Action	Cinema TV	Arihant	PTC Punjabi
Star Plus	Zee Anmol	Movies House	AAKASH AATH	CGTN
Star Bharat	& Pictures	Katyayani	DELHI AAJ TAK	SURYA CINEMA
NGC	Zee MP/CG	B4U Music	Total TV	REPUBLIC TV
Star Utsav Movies	Zee TV	Dabangg	PTC News	TV9 Marathi
Star Gold	Zee Rajasthan News	News X	Peace Of Mind TV	Home Shop 18
STAR SPORTS FIRST	&TV	INDIA NEWS	Surya Bhakti	Munsif TV
Nat Geo Wild	ZEE UTTAR PRADESH UTTARAKHAND	Russia Today	Wow Cinema	J K Channel
Star Sports 1 Hindi	Zee Hindustan	Divya	GEMPORIA	NT 1
Movies OK	ZEE SALAAM	News Nation	GOOD NEWS	Paras TV
Star Sports 3	Living Foodz	CHANNEL WIN	Oscar Bhojpuri Movies	9X Jalwa
Star Sports 2	Zee Bihar Jharkhand	9X Jhakaas	Vedic	ABP ASMITA
Aaj Tak	ZEE ANMOL CINEMA	ABP News	Gulistan News	Manoranjan TV
Aaj Tak Tez	ZEE 24 kalak	SURYA SAMACHAR	Bhojpuri Cinema	Republic Bharat
ETC Bollywood	Aastha Bhajan	India TV	Satsang	HOPE Channel
Zee Cinema	B4U Movies	GOD TV	Jinvani	I PLUS
Zee News	Sanskar tv	France 24	9X O	Aradhana
Zee Business	Dangal	Sarv Dharam Sangam	E 24	ABP Ananda
Big Magic	Sadhna National	Shubsandesh TV	SVBC	ABP Majha
Big Ganga	9XM	PTC Chakde	Fashion TV	EZMall
Zing	Chardikala Time TV	Darshan 24	BTVI	Sony Mix
Zee Punjab Haryana & Himachal	News 24	Adhyatm	Sangeet Bhojpuri	SONY WAH
ZEE BOLLYWOOD	Aastha	Lord Buddha	Khabar Fast	Nick


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