



BHARAT HEAVY ELECTRICALS LIMITED

ESTATE OFFICE
BHEL TOWNSHIP, SECTOR-17
NOIDA- 201301



TENDER DOCUMENT
FOR
REPAIRING AND MAINTAINING AND ACMC (Annual Comprehensive
Maintenance Contract) OF WATER SOFTENER PLANT IN BHEL
TOWNSHIP, SECTOR - 17, NOIDA

NIT no.43: AA: NOI: ADMN: Water Softener: 112:2017-18
Dated: 11.12.2017

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- 1- Notice Inviting Single Tender
- 2- Price Bid

Last date for Submission: 13.12.2017 at 1500 hrs.

Date for opening of tender: 13.12.2017 at 1530 hrs.



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. 43: AA: NOI: ADMN.: Water Softener:112:2017-18 Dated: 11.12.2017
Last date of Submission of Sealed Tender: **13.12.2017 at 1500 hrs.**
Date of opening of Tender: **13.12.2017 at 1530 hrs.**

M/s. Ion Exchange (India) Ltd,
C-16, Sector-2,
Noida

**Sub: Repairing and Maintaining and APMC of water softener plant in BHEL Township,
Sector - 17, Noida**

Dear Sir,

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

PRICE BID

Sl. No.	Description of Item	Unit	Qty.	Rate per unit (₹)	Total Amount (₹)
1	WATER SOFTNER NGS 3B APMC FOR ONE YAER	Job	1		
2	SAND FILTER NGMF-20 APMC FOR ONE YEAR	Job	1		
3	RESIN ZR NAF	Ltr.	50		
2	Sub Total (₹)				
	Discount, if any (₹)				
	Total after discount 'A' (₹)				
4	GST on 'A' (@ %)(₹)				
5	Net Payable Amount including GST (₹)				
Amount in Words: Rupees					

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

(Signature & seal of the contractor)



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. 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. 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. 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.
2. 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.
3. No deviation certificate as per Annexure-II must be signed and stamped.
4. Bidder must submit the bidder's details in the enclosed format Annexure-III.
5. Bidder must submit the 'Declaration of GST benefits' as per Annexure-IV.
6. The copy of ACMC documents which shall be provided to us at start of ACMC of products.
7. The GST registration certificate of the bidder.

C. SPECIAL CONDITIONS:

1. The filter NGMF 20 and the Water Softener NGS 3B are not functional from last some time. The job of the Bidder includes to make them functional after repair and maintenance and cover them into ACMC for one year effective from the date of actual work done. During that period, the rectification of any kind of problem arising out in the filter and the softener shall be in bidder's scope.
2. 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.
3. First three regeneration of softener will be done by the bidder with no extra cost to BHEL. During that period bidder is expected to train a representative of BHEL for the same.
4. Providing the salt for regeneration of softener shall remain in the scope of BHEL.
5. BHEL looks forward to get excellent services from the bidder.

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 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) **OFFER VALIDITY:** Validity of offer will be **45 days** from the date of opening of the bid.
- 9) **EVALUATION CRITERIA:** Evaluation of bid will be on total cost to 'BHEL'. The order will be placed on your offer subjected to the reasonability of rates.
- 10) **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) **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**
 - e) If any bidder does not accept the correction of errors, their bids are liable to be disqualified.
- 11) 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.
- 12) **CONTRACT PERIOD:** The work of repair and maintenance should be completed within a period of 7 days from the placement of order on you. The ACMC shall be started from the date of actual completion of work. The tenure of contract for ACMC of filter NGMF 20 and the Water Softener NGS 3B shall be valid for a period of **One year** (12 months) w.e.f. from the actual date of completion of work of repair and maintenance of the same.
- 13) **L.D. for delay in 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.
- 14) **SUBLETING:** The Contractor shall not sublet, transfer or assign the full work or any part thereof to any other person/company/organization.
- 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 bidder has to submit their GST registration certificate to BHEL Estate Office alongwith tender enquiry. GSTIN of BHEL is 09AAACB4146PBZ3 for service part and 09AAACB4146P2ZC for sales part.
 - 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.

16) **TERMS OF PAYMENT:**

- a. The payment will be made through Cheque in the name of bidder upon successful completion of work and start of ACMC of filter NGMF 20 and the Water Softener NGS 3B, for which you shall provide duly filled ACMC documents and the invoice in the name of BHEL.
- b. All payment will be subjected to deduction of taxes at source as per rules.

17) 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.

18) In case of any dispute, the decision taken by BHEL Management will be final and binding on the contractor.

19) 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.

20) 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.

21) 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.

22) **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.

23) **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.

24) **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.

25) **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.

- 26) **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 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. In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL.
13. 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.
14. Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities/BHEL authorities.
15. 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.
16. 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.
17. Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.
18. 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)
Sr. Engineer (HR-TAX)



Annexure-I

ESTATE OFFICE: BHEL TOWNSHIP: NOIDA

NIT 43:AA:NOI:ADMN.:Water Softener:112:2017-18

Dated: 11.12.2017

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:



Annexure - II

ESTATE OFFICE: BHEL TOWNSHIP: NOIDA

NIT 43:AA:NOI:ADMN.:Water Softener:112:2017-18

Dated: 11.12.2017

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:



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)	
The cheque is to be made in the name of:	

(Signature & seal of the contractor)



ANNEXURE-IV

ESTATE OFFICE: BHEL TOWNSHIP: NOIDA

NIT 43:AA:NOI:ADMN.:Water Softener:112:2017-18

Dated: 11.12.2017

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:

Date: