

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited उद्योग क्षेत्र, नई दिल्ली/ Industry Sector, New Delhi

मानव संसाधन प्रबंध / Human Resources Management

ID/ HRM/ A041/ PA System – ENQ 20th April 2019

Sub: Comprehensive AMC for PA system installed at BHEL, Lodhi Road

Dear Sir,

Your most competitive offer, in a sealed envelope, is invited for comprehensive AMC for PA system installed at BHEL, Lodhi Road, New Delhi. The scope of work and terms & conditions of the tender are mentioned below:

Name of Services

Comprehensive Annual Maintenance Contract of Public Address

System at BHEL, Lodhi Road, New Delhi.

NIT No.

ID/ HRM/ A041/ PA System - ENQ dated 20.04.2019

Last Date & Time for

Submission of Tender

Up to 1100 hours of 13.05.2019

Date & Time of Opening

1100 hours of 13.05.2019

Tender Cost

Nil

Earnest Money Deposit

₹ 1000.00

The sealed tender may be sent either by Registered Post/ Speed Post/ Courier Services or by hand to:

Shlok Nagar

Sr. Engineer (BHEL-Admin)

BHEL - Industry Sector, Integrated Office Complex,

Lodhi Road, New Delhi - 110003

In case of any clarification, the bidder can contact the undersigned at 011-41793305 or at email: shlok@bhel.in

For and on behalf of Bharat Heavy Electricals Limited

श्लोक नागर/SHEWWAgar)

मानव संसाधन प्रबन्ध विभाग / HRM Depณ BHARAT HEAVY ELECTRICALS LIMITED Industry Sector, Integrated Office Complex Lodhi Road, New Delhi-110055

Scope of Work:

Successful bidder has to maintain the Public Addressing System installed in BHEL, Lodhi Road office building in comprehensive AMC manner.

The main items pertaining to our public address system are as follows:

SI. no.	Description of item	Unit	Quantity (in Nos.)
1.	10 zone digital console (having control at two places)	No.	01
2.	Paging Microphone ACM – 66 CH (Ahuja Make)	Nos.	02
3.	Ceiling Speaker CS – 663 T (Ahuja Make)	Nos.	182
4.	Wall Speaker WS – 661 T (Ahuja Make)	Nos.	16
5.	Horn Speaker SUH – 15 XT (Ahuja Make)	Nos.	04
6.	Volume Control with accessories	Nos.	55
7.	Sony DVD Player (Sony Make)	No.	01
8.	Auto Reverse Cassette Player (Pioneer CTW 106)	No.	01
9.	Power Amplifier BTZ – 10000 (500 + 500 Watts)	Nos.	03

The scope of work shall include preventive and breakdown maintenance of complete public address system and all other associated work at no extra cost to keep the public address system in excellent working condition. However, if any item from the above list needs to be replaced to keep the PA system up and running then the cost of the same shall be borne by BHEL.

Preventive maintenance shall be carried once in a month preferably on a holiday. In addition to the preventive maintenance, emergency calls shall be attended within 24 hours on as and when required basis.

Instructions to Bidders:

- Bidders must go through all annexures carefully before submitting the bid.
- 2. The offer shall be submitted as per the instructions of tender document. One set of tender document duly filled, signed and stamped on each page shall be submitted as detailed further. Tenderer should note specifically that all the 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.
- 3. The tenderer should accept all terms & conditions of the tender unconditionally. Bids with deviations from terms and conditions of the tender shall be rejected.
- 4. Tenders received late /in open condition/ not meeting the tender condition / incomplete in any respect are likely to be rejected.
- 5. BHEL will not be responsible for the postal delay under any circumstances for non-receipt of Tenders by due date & time.
- 6. The tenderers are required to furnish the details in attached formats at Annexure I, II & III. (Enclosed).
- 7. The tenderers are required to quote for the complete scope of services in the Price Bid Format at Annexure IV (Enclosed). Tenders for part of the services or incomplete in any respect are liable to be rejected.

- 8. 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, or else, BHEL's interpretation shall prevail and shall be binding on the tenderer.
- 9. No overwriting / correction in tender documents by tenderer shall be allowed. However, if correction is unavoidable, the same must be countersigned.
- 10. Only rate and amount shall be quoted in Price Bid format and nothing else. In case the amount in figures differ from the amount written in words, then the amount in words will be treated as valid amount. Any other terms and conditions mentioned in the Price Bid shall make the offer liable for rejection.
- 11. The price must be quoted in the enclosed Price Format Only. Price bids containing rates not written in words shall be liable for rejection.
- 12. The prices quoted should be firm and no revision of prices will be entertained after the tender is opened.
- 13. Tender must be submitted in a sealed envelope which has to be super scribed with NIT no. and due date written on the envelope and the bidder contact details.
- 14. Quotation shall be received up to 1100 hours on 13.05.2019, tenders received late/ in open condition/ not meeting the tender condition/ incomplete in any respect are likely to be rejected.
- 15. Validity of offer will be 60 days from the date of opening of tender.
- 16. BHEL reserves the right to accept or reject any or all offers without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter.
- 17. A bidder may visit BHEL office on any working day from 22.04.2019 to 10.05.2019 between 0900 Hrs to 1700 Hrs. Any queries regarding this tender may be clarified from Sr. Engineer (HR-Admin) over telephone no. 011-41793305 or at email shlok@bhel.in.
- 18. On the date of opening of tender, whole tender shall be opened.
- 19. EMD amount of ₹ 1000.00 needs to be deposited through NEFT. The bank account details of BHEL for NEFT are enclosed as Annexure V. Failing to deposit EMD before opening of tender shall result in disqualification of a bidder.
- 20. The tenderers or their representative may attend the opening of tender, if they so desire. The tender shall be opened on schedule date and time even if none of the bidders or their representatives are not present.
- 21. Evaluation Criteria: Evaluation of tender will be done on overall L-1 rate on all-inclusive basis.

Contract Terms & Conditions:

- 1. Rates quoted by the bidder will be firm. No price variation and escalation due to increase in labour / material cost will be allowed during the period of contract.
- 2. 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.
- 3. <u>Subletting</u>: The Contractor shall not sublet, transfer or assign the full work or any part thereof to any other person/company/organization.

4. Validity of Contract: Validity of contract shall be 2 years from the date of start of work.

5. Payment Terms:

- a. Payment shall be made after successful completion of services during every quarter.
- b. No advance payment or the payment for mobilization of work will be made to the contractor.
- c. Bill raised by the Contractor shall be certified by the official in-charge of BHEL and the 100% payment will be made within 15 days by NEFT/RTGS from the date of receipt of correct bill.
- 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 subject to deduction of taxes at source as per rules.
- 6. Taxes & duties: The taxes and duties applicable on the work contract have to be very clearly indicated in the price bid format Annexure IV. However, taxes and duties applicable at the time of generation of GST compliant invoice shall be payable by BHEL.
- 7. Security deposit (SD) of 5% of the order value shall be deposited by the successful bidder either within seven days from the date of award of work or before start of contract whichever is earlier. SD can also be recovered at the rate of 10% from the running bills. However, in such case at least 50% of the SD shall be deposited within specified time and balance 50% may be recovered from the running bills.
 - If the successful bidder requests BHEL to adjust EMD amount towards SD then balance amount has to be deposited within the specified period. SD, without interest, shall be refunded after successful completion of contract period.
- 8. **L.D. for bad Quality of Services**: In case the services offered are not found satisfactory a 0.5 % per week subject to maximum 10% of total value will be deducted from the bill.
- 9. No excuses like hindrance because of extreme weather conditions, non-availability of labour and material etc. will be entertained for not providing services on time.
- 10. 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.
- 11. The contractor should ensure that their workforce shall be provided with all safety devices, tools and tackles required while working on the system and all safety precautions are adhered to their workforce.
- 12. The contractor has to ensure that the workforce deployed under this contract is insured and BHEL shall have no liability towards them, in case of injury or death.
- 13. Work force of the contractor will not be entitled for any compensation for any loss/damage suffered by your work force deployed to execute the work under this contract. BHEL shall remain indemnified against any compensation that may arise out of any injury or death to any person deputed by you under this contract.
- 14. **Termination of contract:** If at any time the Service Provider defaults in proceeding with the work with due diligence and continues to do so or commit any default in complying any of the tender terms and conditions even after the notice in writing is given, BHEL may, without



prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to BHEL, terminate the contract by giving 15 days' notice in writing. The notice will be deemed to have been served as and when sent to the address given in the tender. In such a case, the Security Deposit of the contractor shall be forfeited.

- 15. BHEL also reserves the right to terminate the contract at any point of time without assigning any reason thereof.
- 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. 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 contract or shall pay the claim on demand without any terms & conditions.

19. Arbitration:

- a. In the event of any dispute or difference arising out of the execution of the Order/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.
 - 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.
- 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 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.

- **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.
- 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.

22. Default/ breach of contract, insolvency and risk purchase

- a. If the Service Provider / Contractor fails to provide the required services as per the Contract 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 / provide services covered by the Order/Contract either in whole or in part or otherwise falls 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 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 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 BHEL may be put to incur or sustain by reason of the 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 Contractor (Service Provider) and if BHEL so desires, may hire such services and in such manner as it deems appropriate, at the risk and cost of the Contractor (Service Provider) and the Contractor (Service Provider) shall be liable to the BHEL for any excess costs provided that the Contractor (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Contractor (Service Provider) shall on no account be entitled to any gain on such services.
- b. Cost of the service made by the BHEL/Service taker at the risk and cost of the contractor (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of services so hired.

Thanking You.

Yours sincerely For Bharat Heavy Electricals Limited,

(Shlok Nagar)

Sr. Engineer (HR-Admin)

श्लोक नागर / SHLOK NAGAR वरि० अभियन्ता / Sr Engineer मानव संसाधन प्रबन्ध विभाग / HKM Depts BHARAT HEAVY ELECTRICALS LIMITED Industry Sector, Integrated Onice Complex Lodhi Road, New Delhi-110003

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 and Seal of the Bidder

Annexure-II

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 and Seal of the Bidder

20/04/19

BIDDER'S DETAILS

SI. No.	Description	Details
1	Name of the Bidder	
2	Address of the bidder	
3	Contact Person's Name	
4	Contact No. of Contact Person	
5	FAX No.	
6	E-mail ID of the Bidder	

Signature and Seal of the Bidder



Price Bid

SI. no.	Description of item	Quantity	Rate per quarter (in Figures)	Amount per year (in figures)
1.	Comprehensive AMC quarterly charges for Public Addressing System installed at BHEL, Lodhi Road, New Delhi.	08 nos.		
2.	Applicable GST @%			
Total a	amount for per year			
Total amount for two years (in figures)				
Total a	amount for two years (in words)			

Note: Tax shall be payable as per the applicable rates at the time of generation of invoice.

Signature and Seal of the Bidder

20/04/19

Bank Branch Address Branch Code Swift Code IFSC for RTGS IFSC for NEFT Beneficiary's Name Beneficiary's Account Number Type of Account	CANARA BANK PRIME CORPORATE BRAI WORLD TRADE TOWER, 8 NEW DELHI 1942 CNRBINBBIFD CNRB0001942 CNRB0001942 BHARAT HEAVY ELECTRIC INDUSTRY SECTOR INTEGRATED OFFICE CON NEW DELHI - 110003 0307201003847 CURRENT ACCOUNT - GE	BARAKHAMBA CALS LIMITED		MICR No	11001509	
Branch Code Swift Code FSC for RTGS FSC for NEFT Beneficiary's Name Beneficiary's Account Number Type of Account	WORLD TRADE TOWER, ENEW DELHI 1942 CNRBINBBIFD CNRB0001942 CNRB0001942 BHARAT HEAVY ELECTRIC INDUSTRY SECTOR INTEGRATED OFFICE CONNEW DELHI - 110003 0307201003847	BARAKHAMBA CALS LIMITED		MICR No	11001509	
FSC for RTGS FSC for NEFT Beneficiary's Name Beneficiary's Account Number Type of Account	CNRBINBBIFD CNRB0001942 CNRB0001942 BHARAT HEAVY ELECTRIC INDUSTRY SECTOR INTEGRATED OFFICE CONNEW DELHI - 110003		ROAD	MICR No	11001509	
FSC for RTGS FSC for NEFT Beneficiary's Name Beneficiary's Account Number Type of Account	CNRB0001942 CNRB0001942 BHARAT HEAVY ELECTRIC INDUSTRY SECTOR INTEGRATED OFFICE CONNEW DELHI - 110003		ROAD			
Seneficiary's Name Seneficiary's Account Number Type of Account	CNRB0001942 BHARAT HEAVY ELECTRIC INDUSTRY SECTOR INTEGRATED OFFICE CON NEW DELHI - 110003		ROAD			
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ype of Account		100.00		The same standard day		
	CURRENT ACCOUNT - GE			The second secon	N C NO. 1	
We hereby certify that information given above		NERAL				
Ne certify that the particulars mentioned above ncorrect at a later date. We also confirm that, a						
Yours Faithfully						
Sign			कृते के	नरा बैंक/For Canara	Bank	
वीपक वधवा / DEEPAK WADHWA Name: वरिछ लेखाधिकारी / Senior Accounts Officer भारत हेवी इलेक्ट्रिकट्स लिमिटेड Designation: BHARAT HEAVY ELECTRICALS LIMITED			वरिष्ठ प्रबन्धक/Senior Manager प्राईम कॉपॉरेट कनॉट प्लेस शास्त्र Prime Corporate Connaught Place Branch नई दिल्ली/New Daibi-110001			

