

BHARAT HEAVY ELECTRICALS LIMITED

ESTATE OFFICE
BHEL TOWNSHIP, SECTOR-17
NOIDA- 201301



TENDER DOCUMENT
FOR
PROVIDING AND MAINTAINING CABLE TV SERVICES IN TRANSIT
FLATS IN BHEL TOWNSHIP, SECTOR 17, NOIDA

NIT no. 09: AA: NOI: ADMN: CABLE TV: 112:2014-15
Dated 03.11.14

CONTENTS

- Notice Inviting Single Tender

Last date for Submission: 04.11.14 at 1400 hrs.

Date for opening of tender: 04.11.14 at 1430 hrs.

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Ltd.

सम्पदा कार्यालय, सेक्टर - १७, नोएडा - २०१ ३०१ (उ.प्र.), भारत

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

फोन (का.) 6740993, 6740988 फैक्स- 6740994 Tel: 6740993, 6740988 (Fax) 6740994

Tender Document

NIT no. 09: AA: NOI: ADMN: CABLE TV: 112:2014-15 Dated 03.11.2014

Last date of Submission of Sealed Tender: 04.11.2014 at 1400 hrs.

Date of opening of Tender: 04.11.2014 at 1430 hrs.

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

Sub. : Providing and maintaining cable TV services in Transit Flats in BHEL Township, Sector 17, Noida up to 31st March 2016.

Dear Sir,

We are pleased to invite your most competitive offer for providing and maintaining cable TV services in Transit Flats in BHEL Township, Sector-17, Noida as per following terms & conditions:

Sl. No.	Description of Item	Unit	Qty. of connections	Rate (₹) per connection per month		Total Amount for all 47 nos. connections per month (₹)
				In figure	In words	
1.	Providing and maintaining cable TV services in Transit Flats up to 31 st March 2016	Nos.	47			
Amount per month (₹) 'A'						
Total amount payable for 17 months i.e. up to 31 st March 2016- 'A x 17'						
Service Tax (₹)						
Net Payable Amount (₹)						
Amount in Words: Rupees						

Note: The net payable amount should be inclusive of all taxes 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 tender 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. No overwriting / correction in tender documents by tenderer shall be allowed. However if correction is unavoidable, the same must be signed by authorized signatory.
3. Tender must be submitted in single part. The cover envelope should be super scribed with NIT no. & due date of opening.
4. Rates must be quoted in figures as well as in words.
5. Tender documents are also available on CPP portal (<http://eprocure.gov.in/cpp/>) and the same can be downloaded and used as tender document for submission of bid.
6. 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.
7. 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.
8. Any queries regarding this tender may be clarified from Engineer (HR-TAX) on mobile no. 8800957694/ email: omender@bhel.in or from Assistant Engineer (HR- TAX), on Mobile no. - 8527770286 / e-mail: santosh_kumar@bhel.in .
9. The tenderer or their representative may attend the opening of bids if they desire to do so.
10. In case you are not submitting your offer against this enquiry, we request you to send a regret letter.

B. SPECIAL CONDITIONS:

1. All 47 connections are to be provided in Transit Flats in BHEL Township, Sector-17, Noida.
2. Presently the no. of locations is 47 but it may vary by plus-minus 10% i.e. the quantity may be increased to 53 or be decreased to 42. The payment would be made on the basis of actual working connections.
3. Bidder is required to provide minimum 80 channels as per Annexure-‘C’ and no extra payment will be payable for providing any additional channels.
4. 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 quotation, 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.
5. 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.
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. In case of failure to provide cable TV connectivity, the same should be intimated immediately to BHEL representative. The duration for rectification will be mutually agreed upon & fixed and in case it exceeds the same, penalty will be imposed @ ₹ 20.00 per connection per day.
8. If the services of the service provider are found to be unsatisfactory, BHEL reserves the rights to terminate the contract with one month's notice period.
9. **TERMS OF PAYMENT:** The bill, duly verified by the BHEL official, and completed in all respect would be raised on the monthly basis and the payment would be made by NEFT normally within 21 days.
10. **CONTRACT PERIOD:** This contract will remain valid up to 31st March, 2016 from the date of placement of Work Order on the qualified bidder.

11. BHEL reserves the right to extend the contract for a further period of two year after successful completion of this contract with mutual consent at the same rate, terms & conditions.
12. BHEL looks forward to get excellent services from the bidder.

C. GENERAL TERMS AND CONDITIONS:

1. The NIT No. & due date must be legibly super scribed on the envelopes.
2. The quoted rate should be inclusive of all.
3. Late tenders or delayed Tenders (received after Due Date & time) will be rejected.
4. Price quoted shall be valid for **30 days** from the date of opening bid.
5. Price shall be quoted as per enclosed 'Price Format' only. Quotations not filled in Price Format are likely to be rejected.
6. The rate should be indicated both in words and figures. All entries in the Tenders must be written in ink or typewritten. Over-writing should be avoided. Corrections, if any, should be attested with signature by the bidder.
7. The bidder shall accept to the technical requirements of the contract for providing and maintenance of cable TV services as described in the tender document by signing the tender document.
8. The bidder shall sign the **declaration certificate** as enclosed at annexure-A.
9. The bidder shall sign the **no deviation certificate** as enclosed at annexure-B.
10. The bidder shall sign the **Channel's list** as enclosed at annexure-C.
11. **EVALUATION CRITERIA:** The order will be placed on your offer subjected to the reasonability of rates. Evaluation of bid will be on total cost to 'BHEL'.
12. The rates quoted by the vendor shall be firm. No price variation and escalation due to increase in labour/material cost will be allowed during the contract period
13. If any information/documents submitted by the contractor are found false/fake at any stage, the tender will be cancelled.
14. **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. If any bidder does not accept the correction of errors, their bids will be disqualified.
15. Any type of accommodation will not be given to the workmen deployed by the contractor.
16. 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.
17. **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.
18. **POST TECHNICAL AUDIT OF SUPPLY AND BILLS:** BHEL reserves the right to carry out a post payment audit and technical examination of the services and the bills 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.

19. **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 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.

D. CONTRACTOR'S OBLIGATIONS:

1. Contractor shall supervise the work allotted to him and to be carried out by his employees.
2. The Contractor shall not sublet, transfer or assign the contract or any part thereof to any sub-contractor without prior approval from BHEL.
3. 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.
4. Contractor to maintain appropriate records of his employees deployed to carry out the job(s).
5. 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.
6. 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.
7. Contractor will ensure that the job is executed through his employees on his rolls and shall not sub-contract the job.
8. 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.
9. Contractor to provide safety appliances and safety shoes to his employees. The contractor shall be responsible for enforcing all safety regulations as applicable.
10. Contractor shall follow all rules and regulations pertaining to Environment safety as lay down by the Government from time to time.
11. Contractor to get all his employees insured against all type of risks at his own cost.
12. Contractor to ensure that all precautions are taken for safety of himself, his employees and equipment.
13. In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL.
14. Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
15. 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.

16. 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.
17. 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.
18. Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.
19. 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.

You are requested to return this offer letter duly signed and stamped on each page as a token of acceptance of above mentioned rates and T &Cs.

For & on behalf of "BHEL"

(Omender Singh)
Engineer (HR-TAX)

ESTATE OFFICE: BHEL TOWNSHIP: NOIDA

NIT no. 09: AA: NOI: ADMN: CABLE TV: 112:2014-15
Dated 03.11.2014

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:

ESTATE OFFICE: BHEL TOWNSHIP: NOIDA

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Dated 03.11.2014

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:

**LIST OF CHANNELS TO BE PROVIDED IN BHEL TOWNSHIP, SECTOR17,
NOIDA**

SL. NO.	CHANNEL NAME		SL. NO.	CHANNEL NAME
1	LOKSABHA/PTC PUNJABI		41	HOME SHOP 18
2	MAHUA		42	SAHARA SAMAY
3	&PICTURES		43	FOOD FOOD
4	AAJ TAK TEJ		44	CINEMA TV
5	ZEE NEWS UP		45	9X M
6	ZEE BANGLA		46	AXN
7	AASTHA		47	NEWS 24
8	SANSKAR		48	9X JALWA
9	AAJ TAK		49	INDIA NEWS UP
10	V		50	TEN SPORTS
11	NEWS NATION		51	SAHARA FILMY
12	INDIA TV		52	TLC
13	STAR NEWS		53	DELHI AAJ TAK
14	ZEE NEWS		54	PIX
15	LIFE OK		55	SONY MIX
16	ZEE ANMOL		56	DISNEY
17	ZEE CINEMA		57	DISCOVERY SCIENCE
18	ETV ORIYA		58	M TV
19	SONY		59	DISNEY XD
20	DD1		60	ZEE STUDIO
21	BIG MAGIC		61	TOTAL TV
22	STAR PLUS		62	MASTI
23	ZEE TV		63	POGO
24	SAB TV		64	WB
25	STAR SPORTS 3		65	B4U MUSIC
26	SAHARA ONE		66	ANIMAL PLANET
27	MAX		67	STAR UTS'AV
28	COLOR		68	ASIANET
29	ZEE CLASSIC		69	SUN
30	HEADLINE TODAY		70	ZEE CAFÉ
31	UTV MOVIES		71	STAR WORLD
32	ZEE ZINDAGI		72	HUNGAMA
33	STAR GOLD		73	ZING
34	MOVIES OK		74	ZEE JAGRAN
35	APN NEWS		75	ZEE SALAM
36	INDIA NEWS NATIONAL		76	TIMES NOW
37	DISCOVERY		77	SANGEET BHOJPURI
38	ZEE BUSINESS		78	SUDARSHAN NEWS
39	STAR MOVIES		79	CNBC AWAJ
40	STAR CJ ALIVE		80	DIVYA