



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/ CAC-ENQ
20th February 2021

Sub: Operation and maintenance contract for centralised AC plant installed at BHEL, Lodhi Road

Dear Sir,

There are 16 nos. of water cooled packaged AC machines installed in the centralised AC plant of BHEL, Lodhi Road. Your most competitive offer, in a sealed envelope, is invited for operation and maintenance contract for centralised AC plant installed at BHEL, Lodhi Road, New Delhi. The scope of work and terms & conditions of the tender are mentioned below:

Name of Work : Operation and maintenance contract for centralised AC plant installed at BHEL, Lodhi Road, New Delhi

NIT No. : ID/ HRM/ A041/ CAC- ENQ dated 20.02.2021

Last Date & Time for Submission of Tender : Up to 1500 hours of 15.03.2021

Date & Time of Opening : 1500 hours of 15.03.2021

Tender Cost : Nil

Earnest Money Deposit : ₹ 16,200.00

It will be the responsibility of the bidder to ensure dropping of the sealed bid, complete in all respects, in the tender box kept at reception area of BHEL office at following address:

Bharat Heavy Electricals Limited
Industry Sector, Integrated Office Complex
Lodhi Road, New Delhi-110003

In case of any clarification, the bidder can contact the undersigned at 011-41793500 or at email: ashish.singh@bhel.in.

(Ashish Kumar Singh)

अशिश कुमार सिंह / ASHISH KUMAR SINGH
प्रबंधक / Manager
मानव संसाधन-प्रशासन / HR-Admin
भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited
उद्योग क्षेत्र, एकीकृत कार्यालय कॉम्प्लेक्स, लोधी रोड,
Industry Sector Integrated Office Complex, Lodhi Road,
नई दिल्ली-110003 / New Delhi-110003

Scope of Work

1. Operation and routine maintenance of centralised AC plant of 240 TR consisting of 16 nos. machines.
2. Minimum 2 technicians required to be deputed to carry out the operation & maintenance work of AC plant during office hours and on need basis also.
3. Detection and rectification of faults and leakages, both the technicians should be capable of rectifying the faults and leakages.
4. Fitment of components as necessary and cleaning of filters including descaling of AC machines (descaling compound shall be provided by BHEL)
5. Change of operation mode as per seasonal change.
6. Checking of pumps, motors, valves, electric panels, internal cabling etc., service of pumps
7. Maintenance of log book, fault compendium, record of spares consumption etc.
8. Any other rectification work as felt necessary by BHEL Engineer-in-charge.
9. **Spares and consumables:** all the required spares and consumables will be provided by BHEL except oxygen (O₂), Nitrogen (N₂), LPG, brazing rods and PVC tapes for electric insulation.
10. All tools, tackles and test equipment shall have to be facilitated by the contractor.

Instructions to bidders:

1. Bidders must go through all annexures carefully before submitting the bid.
 - Annexure I - Details of Business.
 - Annexure II - Acceptance Letter/ No Deviation Certificate.
 - Annexure III - Declaration.
 - Annexure IV - Price Bid Format.
 - Annexure V – Bank Account Details of BHEL, Lodhi Road.
 - Annexure VI – Certificate by Chartered Accountant on letter head
2. EMD amount of ₹16,200.00 (Rupees Sixteen Thousand and Two Hundred only) needs to be deposited through NEFT. The bank account details of BHEL for NEFT are enclosed as Annexure - V. The bidder is required to enclose a copy of the acknowledgement of NEFT payment along with their bids. Bids without EMD will not be accepted and shall not be considered for further evaluation.

The EMD of unsuccessful bidders shall be returned after award of work to the successful bidder. No interest shall be payable on EMD amount.

The EMD shall be forfeited in case of:

- i) After opening the tender, the bidder revokes his bid within the validity period or increases his earlier quoted rates.
- ii) The successful bidder does not commence the work within the period as per LOI / contract. In case the LOI / contract is silent in this regard then within 15 days after the award of contract.

MSEs shall be exempted from payment of earnest money deposit (EMD) at the time of tender submission. However, there is no exemption of security deposit. MSE Suppliers can avail the intended benefits only if they submit attested copies of either Udyog Adhaar or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-

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- II) along with attested copy of a CA certificate (format enclosed as Annexure-VI) or valid NSIC certificate along with the offer. Date to be reckoned for determining the deemed validity will be the last date of bid submission.
3. 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.
 4. The tenderer should accept all terms & conditions of the tender unconditionally. Bids with deviations from terms and conditions of the tender shall be rejected.
 5. 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.
 6. No overwriting / correction in tender documents by tenderer shall be allowed. However, if correction is unavoidable, the same must be countersigned.
 7. 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.
 8. The price must be quoted in the enclosed Price Format Only. Price bids containing rates not written in words shall be liable for rejection.
 9. The prices quoted should be firm and no revision of prices will be entertained after the tender is opened.
 10. 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.
 11. Quotation shall be received up to 1500 hours on 15.03.2021, tenders received late/ in open condition/ not meeting the tender condition/ incomplete in any respect are liable for rejection.
 12. Validity of offer will be 90 days from the date of opening of tender.
 13. 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.
 14. A bidder may visit BHEL office on any working day from 22.02.2021 to 12.03.2021 between 0900 Hrs to 1700 Hrs. Any queries regarding this tender may be clarified from Manager (HR-Admin) over telephone no. 011-41793500 or at email ashish.singh@bhel.in.

Pre-Qualification Requirement (PQR):

1. The bidder should have PAN card, GST Registration No., ESI and EPF registration.
2. The annual average turnover of the bidder should be at least 2.43 Lakhs. Bidder needs to submit a CA certificate indicating turnovers of last three financial years i.e. FY 2017-18, 2018-19, 2019-20. The certificate should bear CA registration number.
3. The experience of having successfully completed similar Job / services during last 7 years ending on 31.01.2021 should be either of the following:
 - i) Three similar completed jobs / services with value not less than ₹ 3.24 Lakhs each.

OR

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ii) Two similar completed jobs / services with value not less than ₹ 4.05 Lakhs each.

OR

iii) One similar completed job / service with value not less than ₹ 6.48 Lakhs.

“Similar Job / service” refers to “Operation and maintenance of centralised AC plant”.

Only work orders and related work completion certificates from the clients shall be submitted as proof against Sl. No. 3 of PQR. For example: If you are qualifying as per Sl. No. 3 (ii), only work orders and related work completion certificates of 2 clients each costing not less than ₹ 4.05 Lakhs shall be furnished. The certificates shall be issued by competent authority with his / her contact details mentioned, for verification purpose. BHEL reserves the right to verify the correctness of the certificates of the clients.

Procedure for submission of bids

The bidders must submit their duly completed offers in a sealed envelope (Envelope #1) prominently super-scribed as “operation and maintenance of centralised AC plant at BHEL, Lodhi Road” followed by tender reference and last date for submission of tender.

Inside sealed Envelope #1, two separate sealed envelopes viz. Envelope #2 and Envelope #3 are to contain two parts of the tender “Part-I: Techno-commercial Bid” and “Part-II: Price Bid” respectively. Both the sealed envelopes are to be super-scribed with “Part-I” or “Part-II” whichever is applicable, tender reference and details of the bidder.

A. Part-1: Techno-commercial Bid and EMD (Envelope #2)

The techno-commercial bid shall comprise of

1. Copy of Tender Enquiry Document duly signed in blue ink and stamped on each page as token of acceptance of tender conditions.
2. A copy of Price Bid duly signed and stamped but without the prices.
3. Acknowledgement of deposit of EMD of ₹16,200.00 (Rupees Sixteen Thousand and Two Hundred only) by way of NEFT in favour of BHEL, New Delhi, must be enclosed in Part-I envelope.
4. Duly signed and stamped copies of PAN, GST, ESI and EPF registration certificates.
5. A document with bank details of the bidder duly certified by the banker.
6. CA certificate indicating turnovers of last three financial years i.e. FY 2017-18, 2018-19, 2019-20.
7. Copy of acknowledgements of IT-return of last three financial years i.e. FY 2017-18, 2018-19, 2019-20.
8. Copies of work orders indicating the duration of contract, Quantum of business done along with certificates of successful completion in support of proof of experience for the jobs/ services executed by the bidders during last 7 years ending on 31.01.2021 as against Sl. No. 3 of Pre-Qualification Criteria. BHEL reserves the right to verify the correctness of the documents submitted against fulfilling the PQR criteria.

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All the documents in this envelope should be self-attested by the bidder with required stamp. This envelope should be super-scribed as **"Part-I: Ref. ID/ HRM/ A041/ CAC- ENQ"** followed by bidder details.

The prices **must not be** mentioned in the price format in this envelope.

B. Part-II: Price Bid (Envelope #3)

The price bid in the enclosed **"Price Bid format" (Annexure-IV)** needs to be in sealed envelope #3. This envelope should be super-scribed as **"Part-II: Ref. ID/ HRM/ A041/ CAC-ENQ"** followed by bidder details.

The offer, complete in all respects, has to positively be dropped, on or before 1500 Hours of 15.03.2021, in the tender box kept at reception area of BHEL office at following address:

Bharat Heavy Electricals Limited
Industry Sector, Integrated Office Complex
Lodhi Road, New Delhi-110003

The offers received on or before 1500 Hours of 15.03.2021 shall be considered for opening of Techno-commercial bid scheduled at 1500 Hours on 15.03.2021 in presence of the bidders who may like to be present. Offers received after specified time of submission shall be liable for rejection.

BHEL also reserves the right to reject any or all the bids without assigning any reasons whatsoever.

Before submitting the offers, the bidders are advised to visit and survey the site. For any clarifications regarding the tender, kindly contact the undersigned at 011-41793500 / 011-41793301.

Evaluation criteria:

1. On the date of opening of tender, only technical bid shall be opened in presence of the bidders who would like to be present.
2. The techno-commercial bids i.e. Part-I submitted by all the bidders will be evaluated first. After techno-commercial evaluation, only the Price Bids of the bidders who qualify the techno-commercial evaluation will be opened on a subsequent date. The date of opening of Price Bids shall be intimated to the concerned bidders through email separately.
3. In the Price Bid, the bidders are required to quote item wise rate for each type of item mentioned in Price Bid Format (Annexure IV) in the space provided.
4. The ranking of the bidders shall be made on the basis of total amount calculated without taxes on the basis of item wise rates quoted by the bidders.
5. Work will be awarded to the L1 bidder and final decision of BHEL on evaluation of bidders shall be binding on all the bidders.



Terms & Conditions of the contract:

1. The work awarded to successful bidder cannot be subcontracted further by the bidder.
2. The period of the contract shall be two years.
3. **Security deposit (SD)** of 5% of order value shall be deposited by the successful bidder before the start of the contract. SD, without interest, shall be refunded after successful completion of contract period.

If the successful bidder requests BHEL to adjust EMD amount towards SD then balance amount has to be deposited before the start of the contract.

4. **Payment:** Payment towards AMC charges shall be done on quarterly basis after receipt of original GST compliant invoice or completion of the quarter whichever is later.
5. **Taxes & duties:** The taxes and duties as applicable shall be payable extra by BHEL.
6. 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 by their workforce.
7. **Penalty due to downtime:** In the event of breakdown/ non – operation of AC plant at the desired levels, a penalty of ₹1000/ day shall be recovered from the bills of the contractor.
8. BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.

- a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
- b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/ during working at BHEL units/ offices/ townships and premises/ project sites.
- c) Compensation in respect of each of the victims:
 - (i) In the event of death or **permanent disability** resulting from **loss of both limbs**: ₹ 10,00,000/- (Rupees Ten Lakhs)
 - (ii) In the event of **other permanent disability**: ₹ 7,00,000/- (Rupees Seven Lakhs)

Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2 (I) of the Employee's Compensation Act, 1923.

9. **Insurance** – The tenderer shall ensure Workmen & third-party insurance cover for the deputed workforce for a sum insured of Rs. 10,00,000/- (Rupees Ten Lakhs) for each of his workforce before commencement of work till end of contract.
10. **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

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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.

BHEL also reserves the right to terminate the contract at any point of time without assigning any reason thereof.

11. **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.

12. **PVC:** Quoted prices shall remain firm during the contract period and nothing extra shall be payable for any reason whatsoever.

13. **ORC** – There shall not be any ORC applicable for this contract.

14. **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 seat and 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 taken up by either party for resolution through AMRCD (clause) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 and amended thereof.

15. **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.

16. **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.

17. **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 fails 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

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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 faithfully,
For Bharat Heavy Electricals Limited,



(Ashish Kumar Singh)

आशीष कुमार सिंह / ASHISH KUMAR SINGH
प्रबंधक / Manager
मानव संसाधन-प्रशासन / HR-Admin
भारत हेवी इलेक्ट्रिकल्स लिमिटेड
BHARAT HEAVY ELECTRICALS LIMITED
उद्योग क्षेत्र, एकीकृत कारखाना कॉम्प्लेक्स, लोधी रोड,
Industry Sector, Integrated Office Complex, Lodhi Road,
नई दिल्ली-110003 New Delhi-110003

DETAILS OF BUSINESS

1	Name of the firm	
2	Type of Organisation (tick the correct one)	Company / Proprietorship / Partnership / Others
3	Address for communication	
4	Registered Office, if any:	
5	Telephone No. (Office) (Res) (Mobile) (Fax)	
6	Name of Proprietor/partner	
7	Contact person: Mobile: Email ID:	

Signature and Seal of Authorised Signatory



ACCEPTANCE LETTER / NO DEVIATION CERTIFICATE

Notwithstanding anything mentioned in or bid, we hereby accept all terms and conditions of the above tender.

Or

We Hereby accept all terms and conditions of the above tender except the following:

(Give reference to clause Nos. of Terms & Conditions Which are not acceptable)

- 1.
- 2.
- 3.
- 4.
- 5.

Note: Any deviation specified elsewhere in the tender shall not be considered. Deviations may or may not be accepted by BHEL.

Signature and Seal of Authorised Signatory

AK Singh

DECLARATION

I/We hereby declare that I /we have not been banned or de-listed by any PSU/Government Department /Financial Institute /Court and no case is pending with the police /court against our firm / partner or the company.

Signature and Seal of Authorised Signatory

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Price Bid Format**Sub: "Operation and maintenance of centralised AC plant installed in BHEL, Lodhi Road"**

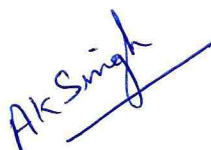
Job Description	Number of quarters covered in the contract (A)	Rate Per Quarter (in Rupees) (B)	Total Rate for 8 Quarters (In Rupees) (A X B)
Quarterly charges for operation and maintenance (as per scope of work) of centralised AC plant at BHEL, Lodhi Road	08 (Eight)		
Total amount in WORDS Excluding taxes and duties (In rupees)			

Note:

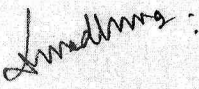
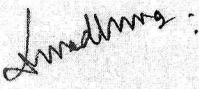

1. For quoting the rate per quarter, bidders are advised to visit the site.
2. The GST as applicable shall be payable extra by BHEL.

Date:

Signature of Bidder with Company Seal



EFT MANDATE (DULY CERTIFIED BY BANKER)

Bank Name	CANARA BANK		
Bank Branch Address	PRIME CORPORATE BRANCH -II, WORLD TRADE TOWER, BARAKHAMBA LANE, NEW DELHI		
Branch Code	1942	MICR No	110015097
Swift Code	CNRBINBBIFD		
IFSC for RTGS	CNRB0001942		
IFSC for NEFT	CNRB0001942		
Beneficiary's Name	BHARAT HEAVY ELECTRICALS LIMITED INDUSTRY SECTOR INTEGRATED OFFICE COMPLEX, LODHI ROAD NEW DELHI - 110003		
Beneficiary's Account Number	0307201003847		
Type of Account	CURRENT ACCOUNT - GENERAL		
We hereby certify that information given above (Bank Details) are true and correct			
We certify that the particulars mentioned above are true and correct and we will be responsible if any of the information stated above found to be incorrect at a later date. We also confirm that, any changes in the above details occurring in future, shall be informed to you immediately.			
Yours Faithfully			
Sign			
Name:	दीपक वधवा / DEEPAK WADHWA वरिष्ठ लेखाधिकारी / Senior Accounts Officer		
Designation:	भारत हेवी इलेक्ट्रिकल्स लिमिटेड उद्योग क्षेत्र, एकीकृत कार्यालय कॉम्प्लेक्स लोधी रोड, Industry Sector, Integrated Office Complex, Lodhi Road, नई दिल्ली-110003 / New Delhi-110003		
		कृते केनरा बैंक/For Canara Bank  वरिष्ठ प्रबन्धक/Senior Manager प्राइम कॉर्पोरेट कनॉट प्लेस शाखा Prime Corporate Connaught Place Branch नई दिल्ली/New Delhi-110001 22/05/16 Banker's Seal and Signatures	



Certificate by Chartered Accountant on letter head
(Only for those who are submitting EM-II Certificates)

This is to certify that M/S..... (hereafter referred as Company) having it's registered Office at is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part-II) Dated, Category..... (Micro/Small). (copy Enclosed).

Further verified from the Books of Accounts that the investment of the Company as per the latest audited financial year..... as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722€ dated October 5,2006: Rs..... Lakhs
2. For service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006: Rs..... Lakhs. (Strike off whichever is not applicable)

The above investment of Rs..... Lakhs is within permissible limit of Rs.....Lakhs for.....Micro/Small (Strike whichever is not applicable) Category under MSMED Act 2006. Or The Company has been graduated from its original category (Mini/Micro) (Strike whichever is not applicable) and the date of graduation of such enterprise from it's original Category is (DD/MM/YYYY) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No.3322 (e) dated 01.11.2013 published in the gazette notification 04.11.2013 by Ministry of MSME.

Date:

(Signature)
Name

Membership Number

Seal of Chartered Accountant

AK Singh