



कॉर्पोरेट ज्ञानार्जन एवम् विकास
CORPORATE LEARNING AND DEVELOPMENT
मानव संसाधन विकास संस्थान, नोएडा
HUMAN RESOURCE DEVELOPMENT INSTITUTE, NOIDA

TENDER ENQUIRY

Tender Enquiry Ref. no. AA/CLD/2020-21/PUR/AMCDSI/01

Date: 10.07.2020

M/s

TENDER SUBMISSION DATE UPTO: 17.07.2020 (1500 Hrs)

TENDER OPENING DATE: 17.07.2020 (1530 Hrs)

Sub: Annual Maintenance Contract (AMC) of 2X13.5 TR Bluestar DUCTED SPLIT INVERTER for 1 year at GF Kalam Hall in CLD-HRDI premises, BHEL, Noida

Dear Sir/Madam,

Most competitive rates are invited from Bluestar for Annual Maintenance Contract (AMC) of 2X13.5 TR Bluestar DUCTED SPLIT INVERTER for 1 year at GF Kalam Hall in CLD-HRDI premises, BHEL, Noida. You are requested to submit your sealed quotation so as to reach this office on or before **17.07.2020 (1500 Hrs)** in the manner explained below. Quotations received late shall be ignored. The tender will be opened in this office on **17.07.2020 (1530 Hrs)** in the presence of the representatives of the bidders who may choose to be present.

Procedure for submission of sealed tender: The tender will be based on Single Part Bid System. Techno-Commercial & Price Format shall be submitted together in a single sealed cover and it shall be superscribed with Tender no. Due date and Time and submitted to this office. The Quotation should reach this office at the following address, latest by **1500 hrs on 17.07.2020**.

**Tender Box, Room no. 206, Second Floor,
Corporate Learning and Development (CLD),
Bharat Heavy Electricals Limited (BHEL)
HRD & ESI Building, Plot No. 25, Sector – 16A, NOIDA – 201301 (U.P.)**

Tender documents can also be downloaded from BHEL Website www.bhel.com and e-CPP Portal www.eprocure.gov.in. Any future addendum/corrigendum to the tender will be uploaded on BHEL website and e-CPP portal only. All bidders are requested to refer above websites periodically for latest information about the tenders before submission of their bid.

BHEL reserves the right to accept or reject any tender without assigning any reason thereof.

Bids can also be delivered in person to the official inviting Bids and shall be dropped in the tender box at the address mentioned above.

Bids submitted by post shall be sent by "REGISTERED POST" only and shall be posted with due allowance for any postal delay. Bids received after the Due Date and Time of submission will be summarily rejected.

Enclosures:

1. Pre-Qualification Requirements & Scope of the Contract: **Annexure- 1**
2. General Terms & Conditions: **Annexure- 2**
3. Payment Terms & Penalty Conditions: **Annexure- 3**
4. Declaration of GST Benefits: **Annexure- 4**
5. No Deviation Certificate: **Annexure- 5**
6. Price Format: **Annexure- 6**



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Annexure- 1

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Pre-Qualification Requirements & Scope of the Contract

Pre-Qualification Requirements: Original Equipment Manufacturer (OEM), M/s Blue Star Limited. Offer received only from M/s. Blue Star Limited is acceptable. To establish this Pre-Qualification Requirement, the bidder has to submit Self-attested copies of PAN and GST registration certificate.

Scope of the Contract:

Sl No	Description	Quantity
1	Annual Maintenance Contract for Air Conditioning/other Equipment of DUCTED SPLIT INVERTER-2 unit X 13.5 TR i.e 27 TR for 1 year	1
2	Key Inclusions of the Contract: <ul style="list-style-type: none">• 4 Preventive Maintenance Services per Annum.• All Break Down Call shall be attended.• All material and Labour charges covered except specified. Key Exclusions of the Contract: <ul style="list-style-type: none">• Replacement of the equipment due to ageing.• Any damage due to external influences.• Supply of consumables.• Day-to-day operations of the equipment.	

Signature of the bidder

With Bidder Seal



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ANNEXURE- 2

Tender Enquiry Ref. no. AA/CLD/2020-21/PUR/AMCDSI/01

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GENERAL TERMS & CONDITIONS

1. Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with full understanding of the implications thereof.
2. This tender specification as a whole, furnishing all the details and other documents as required in the following pages, shall be **duly signed & stamped** and sent in a sealed cover super scribing the name of Tender as a given in the tender notice.
3. Tenders can either be deposited in tender room in person or sent by Courier/ Registered or Speed Post to the address mentioned in NIT. It shall be bidders' responsibility to ensure that tenders are delivered in time. Tenders submitted by post shall be sent as "REGISTERED POST ACKNOWLEDGEMENT DUE". The tenders received after the due date and time of opening shall be rejected. Offers received by any other mode as mentioned above, may not be considered.
4. Name of Bidder's dealing person with Contact No(s), Email ID and Address of correspondence shall be provided in the bid.
5. Tenders shall be opened at the time and date as specified in the tender notice in the presence of such of those tenderers or their authorized representatives who may be present.
6. Only one representative of the Institute/bidder will be permitted to be present for tender opening. The representative to be present for tender opening should have proper authentication/Photo Identity Proof which needs to be produced on demand by BHEL.
7. The tenderers shall closely peruse all the clauses & specifications indicated in the tender documents before quoting. Should the tenderer have any doubt about the meaning of any portion of the Tender Specifications or find discrepancies / omission of the tender documents issued are incomplete or shall require clarification on any of the aspect. Scope of work etc., he/she shall at once contact the authority inviting the tender for clarification before the submission of the tender.
8. Tenderer must fill up all the schedules and furnish all the required information as per the instructions given in various sections of the Tender Specification. **Each and every page of the Tender Specification must be SIGNED, STAMPED AND SUBMITTED along with THE OFFER BY the Tenderer in token of complete acceptance thereof.** The information furnished shall be complete by itself.
9. The tenderer shall quote the rates in English Language and international numerals. Those rates shall be entered in figures as well as in words. In case of difference in rates between words and figures **THE LESSER OF THE TWO** will be treated as valid rate. For the purpose of tender, the metric system of units shall be used.
10. All entries in the tender shall either be typed or be written in ink. Erasers and over writing are not permitted and may render such tenders liable to rejection. All cancellations and insertions shall be duly attested by the tenderer.

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11. Evaluation Criteria: Evaluation shall be on the basis of delivered cost (i.e. "total cost to BHEL") as mentioned in the Price Format.

12. TAXES AND DUTIES:

- Prices should be all inclusive, **except GST**. The amount towards GST should be indicated separately in the specified place in Price Format.
- To enable BHEL to avail GST Input Tax Credit (ITC), agency shall submit complete Tax invoice containing all the particulars as stipulated under Invoice Rules of GST. Such invoice shall be submitted within prescribed time limit in the name of BHEL Corporate Office, BHEL House, Siri Fort, New Delhi.
- In case GST credit is delayed/denied to BHEL or subsequently recovered from BHEL non/delay in filing of GSTR or delay in/nonpayment of tax to Govt. by agency or for other reasons not attributed to BHEL, in such case any financial implication on BHEL account of delay/loss/recovery from BHEL of such GST credit along with in levied/leviable on BHEL till the time GST credit is available to BHEL, shall be recovered from agency's bill.
- Any statutory changes as and when made applicable by Government shall be applicable against documentary evidence.
- While making the payment, statutory deductions as applicable, shall be made by BHEL. Payment to agency will be subject to TDS as per rules in force from time to time. Tax Deduction at Source(TDS) shall be done as per the provisions of Income Tax Act, GST as applicable, as amended from time to time and a certificate to this effect shall be provided to the agency by BHEL.

13. VALIDITY OF OFFER: The offer/quotation/bid shall be kept open for acceptance for a minimum period of four (4) months from the date of opening of bid of tenders. In case BHEL calls for negotiations such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding, on the tenderers.

14. TERMINATION OF CONTRACT: BHEL shall have the right to terminate the Order/Contract, wholly or in part, in case they are obliged to do so on account of any deviation, decline, diminution, curtailment or stoppage of any terms & conditions of the Contract, with due information to the Institute/Bidder.

15. ARBITRATION & CONCILIATION: Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties. 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 of arbitration shall be at Noida/ Gautambudha Nagar, U. P. (the place from which the contract



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is issued). The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to the arbitration in terms of Clause above, the Courts at Noida/Gautambudha Nagar. U. P. (the name of the place where the Principal Civil Court having ordinary original civil jurisdiction to decide questions forming subject matter of the arbitration is located) shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract. Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

16. SECURITY DEPOSIT:

1. Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.
2. The total amount of Security Deposit will be 5% of the contract value.
3. At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work (within 7 days from the date of issue of Work Order). Balance of the Security Deposit can be collected by deducting 25% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected.
4. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor.
5. The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work.
6. Modes of deposit:

The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

- a. Cash (as permissible under the extant Income Tax Act)
- b. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- c. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- d. Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- e. Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

- Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.
- The Security Deposit shall not carry any interest.

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ANNEXURE- 3

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Payment Terms & Penalty Conditions

Payment Terms: Payment of AMC amount on quarterly basis (1/4 of the total contract value in every quarter) after completion of every 3 months from placement & acceptance of work order.

Penalty Conditions: Penalty of Rs 500/- per week if the call is not attended within 72 hours of complain and deduction of AMC charges on prorata basis for the period for which service is not available (period will be counted after 72 hours of breakdown).

Signature of the bidder

With Bidder Seal



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ANNEXURE- 4

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Declaration of GST Benefits

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 & seal of the bidder)

Place:

Date:



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ANNEXURE- 5

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NO DEVIATION CERTIFICATE

THIS IS TO DECLARE THAT WE DO NOT HAVE ANY DEVIATIONS IN THE STIPULATIONS OF YOUR TENDER AND ACCORDINGLY ACCEPT ALL THE STIPULATIONS WITHOUT ANY RESERVATIONS WHATSOEVER. 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 the bidder
With Company Seal**

Name:

Company's name:

Address:

Date:



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ANNEXURE- 6

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PRICE FORMAT

Sl No	Description	Quantity (in Nos)	Contract Amount (In Rs)
1	Annual Maintenance Contract for Air Conditioning/other Equipment of DUCTED SPLIT INVERTER-2 unit X 13.5 TR i.e 27 TR for 1 year	1	
		Total Taxable Amount GST @ 18%	
	TOTAL CONTRACT VALUE, all inclusive for 1 year(In Rs)		

Signature of the bidder

With Bidder Seal