

Bharat Heavy Electricals Limited
भारत हेवी इलेक्ट्रिकल्स लिमिटेड



NOTICE INVITING TENDER
FOR

**SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 2 Nos. OF 20 TR
EACH COOLING CAPACITY PRECISION AIR-CONDITIONING (PAC) UNITS FOR
DATA CENTRE AT BHEL HOUSE, ASIAN GAMES VILLAGE COMPLEX
SIRI FORT, NEW DELHI - 110 049**

Tender Ref. No.: AA:GAX:18:AC:101	Dated: 28.07.2018
Date / Time for submission of tender	By 02:00 PM on 06.08.2018
Date / Time for opening of tender	At 03:00 PM on 06.08.2018
Venue for opening of Tender	2nd Floor, BHEL House, Asian Games Village, Siri Fort, New Delhi - 110 049

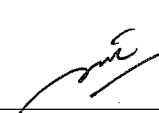
FOR & ON BEHALF OF BHEL,

(Signature)
(VIJAY KUMAR)

SR. ENGINEER (HR-GAX)
BHEL HOUSE, SIRI FORT, ASIAN GAMES VILLAGE,
NEW DELHI 110 049, PHONE: 66337431

Bharat Heavy Electricals Ltd. (a PSU Company) requires 2 Nos. of 20 TR EACH COOLING CAPACITY PRECISION AIR-CONDITIONING (PAC) UNITS FOR DATA CENTRE AT BHEL HOUSE, SIRI FORT, NEW DELHI-110049. Offers are invited in 2 parts for the same as per the Scope of supply mentioned below, subject to acceptance of the enclosed Terms and Conditions. The tender documents may be downloaded from our website www.bhel.com or www.eprocure.gov.in. The offers should reach in the office of the undersigned by 14:00 Hrs. on or before the Due Date i.e. 06.08.2018.

Description / Instructions
a) Technical Terms & Conditions (Annexure-1) b) General Terms & Conditions (Annexure-2) c) Special Terms and Condition (Annexure-3) d) Technical Specifications / properties of PAC (Annexure-4) e) Un Price Bid Format (Annexure-5) f) Acceptance / Deviation Certificate (Annexure-6) g) Contact details (Annexure-7) h) Declaration for non-banning (Annexure-8) i) Security Deposit format (Annexure-9) j) Price Bid Format (Annexure-10) IMPORTANT INSTRUCTIONS: 1. Deviations, if any, may be indicated in Annexure-6 (Acceptance / Deviation Certificate) only. Deviations specified elsewhere shall not be considered. BHEL reserves the right to consider the deviations and accept or reject the same. 2. The prices must be Quoted in the enclosed Price Format only. 3. Quoted Rates shall remain firm till the supply is completed. 4. The offer(s) will be opened at 15:00 Hrs. on the due date in the presence of bidders who may like to be present. 5. The offer may be sent through post or be deposited in the tender box at BHEL House, Siri Fort, New Delhi – 110049.



ANNEXURE-1

TECHNICAL TERMS & CONDITIONS

(A) PRE-QUALIFYING REQUIREMENTS (PQR)

I. EARNEST MONEY DEPOSIT (EMD)

a) Each bidder has to deposit EMD of ₹ 52,000.00 (Fifty-Two Thousand only) as a part of subject tender and the same should be in any form of (i) Electronic Fund Transfer credited in BHEL account (before tender opening) (iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer).

b) Tender not accompanied with requisite EMD will not be accepted and shall not be considered for further evaluation.

c) Forfeiture of EMD

EMD by the Bidder will be forfeited as per this NIT conditions, if:

i) After opening the tender and within the offer validity period, the Bidder revokes his tender or makes any modification in his tender which is not acceptable to BHEL.

ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.

EMD by the Bidder shall be withheld in case any action on the Bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

d) EMD given by all unsuccessful Bidders shall be refunded normally within fifteen days of award of work.

e) EMD shall not carry any interest.

f) EMD of successful Bidder will be retained as part of Security Deposit if the party submit security deposit within the period as per LOI/ Contract.

II. Bidder should be Original Equipment Manufacturers (OEM) of PAC or an authorized dealer. (Certificate of Original authorization from OEM for PAC to be enclosed, specific to this tender with validity date).

III. All Technical documents/ brochures should be vetted by OEMs.

IV. Bidder should have support service center / service dealers in Delhi, capable of prompt and effective after sale services. (Affidavit / MOU on non-judicial stamp paper supporting service center location with copy of lease / sale deed for support service center space which shall be verified by BHEL official's visit, if required).

V. The bidder should hold valid latest ISO 9001 Certificate (Submit copy of Certificate for Quality Management System).

VI. The bidder should have PAN and GSTIN (Submit copy of each).

VII. The bidder must have supplied minimum 3 units of PAC of similar technical specification (mentioned at **Annexure-4**) in India (Submit the copy of relevant Purchase order along with certificate of having successfully completed within last seven years ending on date of issuance of this tender enquiry to be submitted).

- VIII.** Bidder shall have minimum Rs. ₹ 3,90,000.00 turnovers for each year during last three financial years. Copies of Audited Balance Sheet & Profit & Loss Account shall be submitted as proof in this regard.
- IX.** OEMs of PAC must have registered offices and service centers in India since last Ten (10) years.
- X.** Certificate from Original Equipment manufacturers (OEMs) for extending technical support for a minimum period of Ten years to BHEL.
- XI.** Minimum Two-year comprehensive onsite warranty should be offered by authorized vendor only in original letter head.
- XII.** Compliance to BHEL required Technical specification of PAC as per **Annexure-4**

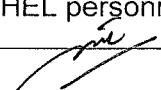
(B) DOCUMENTS REQUIRED IN SUPPORT OF PRE-QUALIFYING REQUIREMENT:

- I. Copy of PAN Card & GSTIN Registration Certificate duly signed and stamped by the bidder.
- II. Certified & audited Balance Sheet and Profit & Loss Account statements of last three financial years i.e. FY 2014-15, 2015-16 & 2016-17 (AY 2015-16, 2016-17 & 2017-18).
- III. Signed & stamped copy of acknowledgements of IT return of last three financial years i.e. FY 2014-15, 2015-16 & 2016-17 (AY 2015-16, 2016-17 & 2017-18).
- IV. At least 03 nos. of copies of Orders/ award letters of PAC of Similar technical Specification (mentioned at **Annexure-4**) in support of proof of experience during last 7 years ending on 30.06.2018.
- V. In case of bid being submitted by an authorized dealer (of OEM), authorization letter for participation in this specific tender & confirmation of back up support are to be furnished. No such documents required in case of bid being submitted by OEM.
- VI. For the proof of ISO 9001 certification, a duly signed & stamped copy of the certificate issued to OEM by competent authority, shall be submitted by the OEM or its authorized dealer whosoever is participating in the tender.
- VII. For compliance to Technical specification of PAC required by BHEL as per Annexure-4, the bidder is to submit duly filled, signed & stamped copy of same. Also, to support the same, documentary evidence wherever necessary may be submitted. Non-compliance to any of the listed required Technical specification / properties, shall lead to disqualification of bid.

(C) PURPOSE OF PAC

PAC is required to maintain temperature and humidity levels 24x7 inside the Data center.

(D) SCOPE OF WORK

- I. Dismantling and shifting of old 2x8TR PAC unit from 3rd floor data center to Ground floor at desired location. (Location at Ground floor will be finalized during Dismantling and shifting).
 - II. Supply, Installation, Commissioning and Testing of 2 Nos. of 20 TR EACH COOLING CAPACITY PRECISION AIR-CONDITIONING (PAC) UNITS FOR DATA CENTRE complying with mentioned technical specifications (Annexure-4). Scope of work also includes providing requisite training for smooth operation of PAC to BHEL personnel.
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(E) THE ACTIVITY SCHEDULE FOR SITC OF PAC IS EXPLAINED BELOW.

Sl. No.	Activity	Activity Schedule (Weeks)							
		1	2	3	4	5	6	7	8
1	Manufacturing and related activities required at vendor's site regarding PAC supply. (One weeks prior notice for inspection date to be given)	-----							
2	BHEL / Customer inspection at supplier's works before dispatch.				-----				
3	Transportation to destination at BHEL House, Asiad, New Delhi-110049					-----			
4	Installation, Commissioning and Acceptance Testing (ATP)							-----	--

(F) ACCEPTANCE OF TESTING PERFORMANCE (ATP)

- I. The vendor shall offer the PAC for ATP only after they have been successfully installed and run by the vendor.
- II. ATP will be conducted by BHEL within 3 days of receipt of your written request for carrying out the same.
- III. ATP would mean continuous operation of the PAC for 3 days.
- IV. The PAC will be deemed to have been commissioned only after successful completion of testing as confirmed by BHEL.

(G) WARRANTY

- i. Minimum Two-year comprehensive onsite warranty w.e.f. date of successful completion of commissioning of both PAC in all respect should be offered by vendor only in original letter head. Warranty will be inclusive of the following.
 - a) Quarterly preventive maintenance and servicing of the PAC.
 - b) Breakdown maintenance whenever required including supply of spares at no extra cost to BHEL.
 - c) The Bidder should attend all the complaint during warranty period within 24 hours of their lodgement on telephone, otherwise penalty of Rs. 1000/- per complaint shall be imposed. While calculating the penalty, following holidays shall be excluded: Sundays, National Holidays, Holi, Diwali, Christmas, Eid and Guru Nanak Birthday. Formula for Calculating the penalty shall be equal to (=Total time between lodgement of complaint over telephone & time of attending the complaint - Holidays). For e.g. if the complaint is lodged at 5 P.M on Saturday and attended at 2 P.M. on immediate Monday, then there shall be no penalty. However, if the same complaint shall be attended at 2 P.M. on Tuesday then there shall be penalty of Rs. 1000/-.
 - d) The downtime of the PAC should not be more than 3% time (cumulative) per quarter during the warranty period. In case the downtime is more than 3% then Rs. 2000 shall be deducted as penalty.



- e) Down time shall be calculated on quarterly basis. For e.g. if system remains completely shut down for 20 hrs. in a quarter, then the down-time of system shall be equal to $\{=20 / (24 \text{ hrs.} \times 90 \text{ days}) \times 100\} \%$.

(H) BID SUBMISSION:

Bids shall be submitted latest by 14:00 Hrs. on or before the due date, in two parts as follows:

i. **PART-I: TECHNO-COMMERCIAL BID** This part shall contain the following:

- a) All pages of tender document, except Price Format at Annexure-10, duly filled, signed & stamped by an authorized representative as an acceptance of tender terms & conditions.
- b) All documents as per PQR at S. No. (A) & (B) above.

This part shall be submitted in a **separate sealed cover / envelope** with bidder's Seal super-scribed with correct Enquiry No., due date of opening and '**Part-I: Techno commercial bid**'.

ii. **PART-II: PRICE BID**

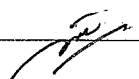
Part-II shall contain **Prices only** as per Price Format (**Annexure-10**) and should not contain any technical details and / or Commercial Terms & Conditions. Any technical details and / or Commercial Terms & Conditions, if found in this part shall be ignored as the same are supposed to be contained in Part-I only as indicated above.

This part shall be submitted in a **sealed cover / envelope** with bidder's Seal super-scribed with correct Enquiry No., due date of opening and '**Part-II: PRICE BID**'. Rates shall be quoted both in words and figures.

Both Part-I & Part-II sealed covers / envelopes should be then put in another master sealed cover / envelope with bidder's seal super-scribed with correct Enquiry No., title of tender and due date of opening.

The offer may be sent through post or be deposited in the tender box at BHEL House, Siri Fort, New Delhi – 110049. For details, you may contact Vijay Kumar, Sr. Engineer (HR-GAX).

IMPORTANT NOTE: No additional documents shall be submitted with Part-I and Part-II bid other than the documents enlisted above for both bids. Ordered / indexed / numbered bids are expected from all the bidders. Additional documents if found any, shall not be considered for evaluation purpose.



ANNEXURE-2**GENERAL TERMS AND CONDITIONS**

1. Technical data / brochure shall be furnished along with techno commercial bid for the item offered.
2. Delayed / Incomplete offers are liable to be rejected.
3. In case any typing error / other clerical error in the tender document is noticed by the bidder, the same shall be pointed out & got clarified before submission of offer, or else, BHEL's interpretation shall prevail & shall be binding on the bidder(s).
4. Manufacturer's name, trade Mark or Patent No. if any, should be specified.
5. Bid should be free from correction and erasures. Corrections, if any, must be counter-signed.
6. The offers of the bidders who are on the banned list as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website **www.bhel.com**
7. **Micro and Small Enterprises (MSE)**

Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.

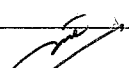
Type under MSE	SC/ST owned	Others
Micro		
Small		

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

- a) MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either Udyog Aadhaar or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate, where deemed validity of EM-II certificate of five years has expired applicable for the last audited financial year. Date to be reckoned for determining the deemed validity will be the last date of Bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not submitted along with offer. If the tender is to be submitted through e-procurement/tendering portal, then the above required documents are to be uploaded on the portal.
- b) MSEs shall be exempted from payment of earnest money at the time of tender submission. However, there is no exemption of security deposit submission.
- c) Participating MSEs quoting price within price band of L1+15 % shall be considered for award of complete scope of work by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. In case of more than one such

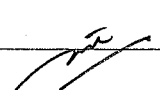
MSE, MSE with lowest price shall be given the first option to match the L1 price. However, MSEs owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs shall be given the preference for matching the L1 price irrespective of their standing in comparative statement of MSE bidders within price band of L1+15 %.

8. Rates must be quoted in figures as well as in words. However, in case of any conflict / confusion between the two, following guidelines shall follow:
 - a) If, in the price structure quoted for the required goods / services / works, there is a discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser 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 corrected accordingly.
 - 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; and
 - c) If there is a discrepancy between words & figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which the amount in figures shall prevail subject of (a) and (b) above.
 - d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
9. BHEL reserves the right to accept / reject any offer without disclosing any reason.
10. Power Supply & water supply for the installation shall be provided by BHEL free of cost.
11. Care should be taken by the bidder while handling the old and new PAC to avoid damage to the building. The bidder shall be responsible for repairing all damages and restoring the same to their original finish at his own cost.
12. The bidder should remove at his cost all unwanted and waste materials arising from the installation work.
13. Provision of all tools and tackles shall be in the scope of the bidder.
14. On-site training will have to be provided by the bidder to BHEL staff regarding operation and maintenance of the equipment, free of cost.
15. Soft copy and Hard copy (minimum 3 Nos.) of operation and maintenance manual should be provided at no extra cost.
16. The Order shall be placed on L1 bidder as mentioned in Price Format (**Annexure-10**).
17. In the event of more than one party having quoted identical rates and there is a tie amongst the bidders, either
 - a. the respective bidders would be asked to submit their revised rates on the spot. This process would continue till the distinct L-1 rate is arrived
18. BHEL reserves the right to inspect the material at vendor's premises during manufacturing/before dispatch of material. Cost of TA/DA/Stay of BHEL individuals coming for inspection shall be borne by BHEL.



19. The offer shall remain valid for 90 days from the due date of opening of Part-I Bids or 60 days from the opening of Part-II Bids, whichever is later. No request will be entertained for any increase of rates till the supply is over.
20. Rates shall be quoted in the enclosed Price Format ONLY. If rates are not quoted as per the Price Format, the same shall be treated as deviation & bid shall be rejected. Only bids submitted as per Price Format shall be considered for price evaluation.
21. Defective supply of PAC will be replaced free of cost. No payment shall be made against defective supply. The purchaser reserves the right to reject any items, which in his opinion does not confirm the specifications or is found to be of inferior quality.
22. All items should be in conformity with manufacturer specifications and of standard quality.
23. All materials should be brand new and as per applicable Indian standards. Only brand new material/machine should be supplied.
24. The PAC have to be supplied in properly packaged condition.
25. **EVALUATION CRITERIA:** The criteria of evaluation of techno-commercial bids will be on the basis of documents submitted by the bidders. BHEL may finalize successful tenderer by either opening of sealed price bid or conducting online Reverse Auction. Date of opening of sealed Price Bid / conduction of online Reverse Auction will be intimated, by post or e-mail separately to the Tenderers who qualify in the Techno-Commercial bid. The decision of BHEL will be final in this regard. In case of opening of Price Bid, the order will be placed on over all L-1 bidder. Evaluation of bid will be on total cost to 'BHEL' (i.e. amount mentioned at Note-1 of Price Bid of Annexure-10).
26. **REVERSE AUCTION:** BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non- acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit online sealed bid in the Reverse Auction. Non-submission of online sealed bid by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue. The Reverse Auction shall be conducted by a Service Provider (empaneled with BHEL) as per the Business Rules and Terms & Conditions.
27. **Fraud Prevention Clause:** The bidders along with their 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.
28. **Arbitration**



In the event of any dispute or difference arising out of the execution of the 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 (Purchaser).

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.

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.

29. Laws governing the contract

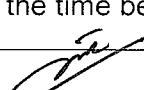
The Order/Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.

30. Jurisdiction of Court

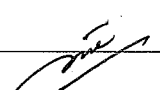
Courts at Delhi/New Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

31. Default / Breach of Contract, Insolvency and Risk Purchase

If the Service Provider / Contractor fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality 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 supply / provide goods / services or materials 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 Seller/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 Seller/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 purchaser may be put to incur or sustain by reason of the Seller/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 Seller/Contractor (Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores / services not so delivered or others of a similar description where stores / services exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor (Service Provider) and the Seller/Contractor (Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases. Cost of the purchases made by the Purchaser at the risk and cost of the seller/contractor (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of materials / services so purchased/hired.



Annexure-3

Special Terms and Conditions

1. PAYMENT TERMS:

- a) 70% payment of total order value will be made within 30 days from the date of receipt of material in all respect.
- b) 25% payment of total order value will be made within 15 days from the date of successful commissioning of both PAC.
- c) 5% payment shall be hold for warranty period and same shall be released after successful completion of comprehensive onsite warranty period.
- d) All payments will be released after deduction of taxes as per the rules in force and Tax Deduction at Source (TDS) certificate will be issued by BHEL as applicable.
- e) The bidder should insure the material at his own cost and any loss or damage to the material, during handling, transportation, storage, etc. till commissioning shall be to the account of the bidder.

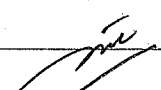
No interest shall be payable for delay in making the payment.

- 2. Liquidated damages:** This penalty will be deducted from the bill presented by vendor as follows.

Sl. No.	Activity	Penalty Charges
1	Manufacturing and related activities required at vendor's site regarding PAC supply. (One weeks prior notice for inspection date to be given)	Penalty charges shall be half percent (0.5%) of the Payment to be made as per Clause No.1 (a) of this annexure-3, every week of delay, subjected to a maximum of 10% of the Purchase Order value
2	BHEL / Customer inspection at supplier's works before dispatch.	
3	Transportation to destination at BHEL House, Asiad, New Delhi-110049	
4	Installation, Commissioning and Acceptance Testing (ATP)	Penalty charges shall be half percent (0.5%) of the Payment to be made as per Clause No. 1(b) of this annexure-3 every week of delay, subjected to a maximum of 10% of the Purchase Order value

3. TAXES & DUTIES

- a) To enable BHEL to avail GST Input tax credit, Contractor(s) shall submit GST compliant Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the Contractor(s) only after submission of GST complaint Tax invoice. The successful bidder shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services.
- b) BHEL reserves the right to protect its interest against any loss on account of availability of GST credit.
- c) GSTIN of BHEL will be provided to the Contractor(s) along with the work order.



- d) Any new/change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
- e) Payment to the Contractor(s) 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 & GST, as amended from time to time and a certificate to this effect shall be provided to the Contractor(s) by BHEL.
- f) Applicable GST shall also be recoverable from the Contractor(s) in case of LD recovery/penalty on account of breach of terms of contract.

4. **SECURITY DEPOSIT CUM PERFORMANCE BANK GUARANTEE**

The bidder must deposit the required amount of security within 15 days from the date of issue of order in any of the following form. The security deposit shall be 10% of the contract value and shall not carry any interest.

- a) Pay order, Demand draft in favor of BHEL
- b) Local cheque of scheduled banks, subject to realization.
- c) Bank Guarantee from scheduled banks/ public financial institutions as prescribed
Performa as per **Annexure - 9**.

Security Deposit shall be refunded or released after completion successful completion of warranty period.



ANNEXURE-4**SPECIFICATION CUM COMPLIANCE CERTIFICATE OF PRECISION AIR CONDITIONER**

S.NO	SPECIFICATIONS FOR PRECISION AIR CONDITIONING		Compliance (Yes / No)	Deviation (If any)
1	Inside Design Condition	21 $\pm$ 2°C & RH 50% $\pm$ 5% RH (Cold Air Temperature)		
2	Total Cooling Capacity (At 18 Deg C DB at 50% +/- 5% RH)	Minimum 18TR		
3	Total Capacity (At 24.Deg C DB at 50% +/-5 % RH)	Minimum 20TR		
4	Design and Operation	Designed and built to run 8760 hours a year		
5	Humidity Set point	50% RH +/- 5%		
6	Temperature Set point	20 Deg +/- 1 Deg Centigrade		
7	Air flow	Minimum 11000 CFM		
8	System Capacity	2x100% capacity air-cooled precision type AC Units, each of minimum 20 TR (net) capacity is required to be provided for the air-conditioning in Data Center		
9	Access	100% front access so that multiple units can be placed side by side along the wall.		
10	General	(a) Modular construction Precision air conditioning unit suitable for operation on R-410a/R407c/R134a refrigerant with bottom front discharge arrangement consisting of inlet filter, blow through direct drive Electronically communicated Motors and Radical fans made of composite material for better efficiency, fan motor assembly to deliver desired air quantity, Direct Expansion Cooling Coil, Heater banks to maintain humidity inside the space, condensate drain pan of SS construction, Microprocessor panel, programmable control complete with LCD display. (b) The unit shall be suitable for operation on 415 V, 50 Hz, AC supply. The panel shall display values, operating conditions, signal faults and collective faults limiting values. Each unit shall comprise of various sections as listed above meeting specifications capable of delivering actual cooling capacity (minimum 20TR as specified) and must be equipped with Scroll compressor, blower and motor assembly, heater banks, humidifier and Microprocessor based control panel.		

11	Cabinet Construction	The frame and panels shall be constructed of heavy gauge Zinc-anneal corrosion resistant sheet steel. The cabinet shall be powder coated and have a textured finish. The Indoor cabinet shall be with Double Skin Side Panels & front & back panels shall be with 25mm thick acoustic mineral wool insulation.		
12	Fans & Motor: Electronically Commutated Drives	(a) Unit must be provided with composite blade design plug fans which deliver higher air flow with lesser power consumption, each running with DC drive electronically communicated motors, and the fans should be aligned and balanced statically and dynamically. (b) The fan speed must be controlled based on the room return air Temperatures and also must have automatic speed control without manual intervention. The fans shall be minimum one / two no's as per the manufacturer's standard. Fan shall be of composite blade design.		
13	Air Filtration	Filtration shall be provided by HDPE washable type filters capable of filtering air to 90% (@10 micron) efficiency and shall be replaceable from the top of the unit. Filter made out of combustible material shall not be used.		
14	Evaporator Coil	The evaporator coil shall be constructed of seamless copper tubes and slit Aluminium fins, with G.I. frame and drip tray fabricated out of GI Powder coated. The coil should be equipped with a straight/ slant configuration. Aluminium fins having hydrophilic treatment on the surface to reduce water leakage. Evaporator surface must be designed to provide a very high level of sensible cooling capacity, i.e. Sensible Heat Ratio (SHR) shall be > 0.9 when relative humidity is 50%. The coil should have SS drip tray to collect the condensed water.		
15	Compressor	Compressor refrigerant circuit shall have vibration absorbers at suction & discharge lines, Compressor EER should not be less than 11.1 Btuh / Watt (COP not less than 3.25 at ARI conditions) Each compressor shall have internal motor protection, in-built overloads, HP and LP controllers. Compressor should be designed for operation on Refrigerant is R410A/R-407C/R134A.		
16	Refrigeration Circuit	(a) The refrigeration circuit shall be of the Single/ Multiple circuit direct expansion type and incorporate high efficiency, High Technology scroll compressor. The system shall include a manual reset HP and an auto reset LP switch, filter drier and charging port. (b) An electronic expansion valve, sight glass and filter drier shall be provided for each circuit. Each circuit must be independent with a separate condenser for each compressor. A liquid refrigerant receiver has to be provided to prevent liquid flood back into the unit. (c) Each refrigeration circuit shall include rigidly mounted isolation valves in the discharge and liquid lines to aid servicing and installation		

17	Expansion Devices: Electronic Expansion Valve (EEV)	The unit should have Electronic Expansion Valve, which offers the following advantages: (a) Fast, high precision adjustment of refrigerant flow; (b) Fast arrival of the unit at steady-state conditions; (c) Superheating value remains constant in variable thermal load conditions; (d) Efficient operating conditions of the compressor, especially in the presence of low room temperatures; (d) Wide working range with consequent extension of the unit's operating limits. These properties result in enhanced performance of the unit and make it possible to obtain very significant energy savings.		
18	Air cooled Condenser	(a) Condenser shall be air-cooled type, suitable for outdoor installation and shall be suitable for operating at high ambient of 45 deg C DB and at low ambient of upto 0 deg C DB temperatures. Condenser shall be in copper tube & aluminum fins construction. (b)The condenser fan/s shall be of propeller type, variable voltage electric motor complete with IP-54 protection. Motor shall be speed controlled to ensure a stable operation for varying ambient, by a factory fitted direct acting head pressure activated step less variable speed drive. (c) The condenser shall be complete with provisions for refrigerant piping connections, shut off valves and any other standard accessories necessary with the equipment supplied.		
19	Electric Strip Heater	Each packaged unit shall be provided with multistage electric heaters with heating elements constructed from a non-oxidable material. Electric strip heaters shall be of the low temperature totally enclosed strip type fitted with radiation fins and suitable for operating at black heat. If overheating occurs, a safety thermostat should cuts off the voltage supply to the heaters and triggers an alarm.		
20	Humidifier	(a) Humidity shall be achieved by using Immersed-electrode type humidifier by which steam shall be produced and the steam shall be distributed evenly into the bypass air-stream of the process cooling unit. The Humidifier operation should have periodic flushing cycle. The Humidifier should guarantee a perfect efficiency with low energy consumption and greater durability of components. The humidifier shall be fully serviceable with replaceable electrodes. (b) Steam humidifier capacity 5, 8 or 10 kg/hr with 3 phase electrodes having function of auto drain and proportional control for capacity complete with steam supply and water drain hose pipe.		
21	De-Humidification	De-humidification cycle shall operate by reducing the speed of EC fan to reduce ADP of coil.		
22	Water Sensor	The system shall be provided with relevant water detection kit which shall have sensors with wire of minimum 2 mtrs and each of the sensor must be capable to detect individually any water below the false floor near the unit, the sensor must be connected to the unit microprocessor thus enabling the controller to give an alarm in case of wet floor.		
23	Input Power	415 V, 3 phase, 50Hz		

24	Electrical Panel, Safety and protections	The unit electrical panel (CE certified) must incorporate a Line Voltage Monitoring switch which has inbuilt display and will provide readings of real time current and voltage. The line voltage monitoring switch must ensure protection to unit incase of; (i) Under/over voltage (ii) Electrical ground loss (iii) Single phase preventor (iv) phase imbalance (v) Loss of phase (vi) Phase reversal. (vii) Overload tripping (MPCB) of all components		
25	Microprocessor control system with user interface	Logic Circuitry: A microprocessor shall continuously monitor operation of Server room air-conditioning unit continuously digitally display room temperature and room relative humidity, alarm on system malfunction and display problem. When more than one malfunction occurs, flash fault in sequence with room temperature, remember alarm even when malfunction cleared, and continue to flash fault until reset. Automatic lead unit sequencing to extend equipment life and automatic rotation of standby unit should be part of the microprocessor itself. Microprocessor must be suitable to control multiple units if required with hard wiring which can be done at a later date. Controllers shall be Microprocessor based with capability to generate alarm and networking of all units to rotate (working + standby) units in any configuration, equalized run time capability		
26	Alarms	The microprocessor shall activate an audible, visual and general alarm in the event of any of the following conditions: • High room Temperature • Low room Temperature • High Humidity • Low Humidity • Loss of Air • Clogged Air Filter • High Pressure • Low Pressure • Humidifier Low Water • Water Under Floor • Power Loss • Supply fan over load • Spare Alarm 1 and 2 (Customized text)		

27	Unit Controller	The unit controller shall be microprocessor based and include a large LCD backlit graphic display for clear visibility of text and graphics. The display and control buttons shall be accessible from the unit front without removing any external panels. The controller shall feature ISP (In-system-Programming) technology to support program upload via a PC. The system shall have a menu driven interface with supporting help screens and shall use multi-protocol data communications. Access to the controller settings shall be protected with passwords to prevent against unauthorized access. In normal operating mode screen shall display unit number, temperature and relative humidity set points and actuals, graphs, time, date and operating status. A 48-hour real time log of temperature and humidity data shall be retained by the control system. Automatic lead unit sequencing to extend equipment life and automatic rotation of standby unit should be part of the microprocessor itself. Microprocessor must be suitable to control multiple units if required with hard wiring which can be done at a later date. All parameters and data shall be protected in memory by an onboard battery. An EIA-232 communications interface shall provide the capability of remote monitoring with the option of EIA-485 interface on 2 or 4 wire connection.		
28	Control and Display	The control system shall allow programming of the following conditions: • Temperature set point • Humidity Set point • High Temperature Alarm • Low temperature Alarm • High Humidity Alarm • Low Humidity Alarm The control system shall include the following indications: • Unit identification number. • Startup Delay, Cold start Delay and Fan Run on timers • Sensor Calibration. • Remote shutdown & general Alarm management • Compressor Sequencing. • Return temperature control. • Choice of Modulating output types.		

ANNEXURE-5

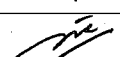
UN PRICE BID

S.No.	DESCRIPTION	UNIT	QTY.	Unit Rate (A)	GST Amount (B)	Total (A+B)
1	Supply of air-cooled precision type AC Units, each of minimum 20 TR (net) capacity.	Nos	2	Q	Q	Q
2	Installation , Testing and commissioning of 20 TR PAC Units	Nos	2	Q	Q	Q
3	Dismantling and shifting of old unit from 3rd floor to Ground floor	Nos	2	Q	Q	Q
4	Lifting & Shifting of IDU and ODU of 20TR PAC unit up to the desired location i.e., Data centre at 3 rd floor and 5 th floor terrace	nos.	2	Q	Q	Q
5	Indoor Unit stand	Nos	2	Q	Q	Q
6	Outdoor stand	Nos	4	Q	Q	Q
7	Refrigerant Piping @ 40 rmt/ ckt	RMT/Ckt	160	Q	Q	Q
8	Piping sleeves only inside the Data centre- 9mm thick	RMT/Ckt	40	Q	Q	Q
9	Refrigerant - R410A/R-407C/R134A	Kg	100	Q	Q	Q
10	Cable- INDOOR TO ODU 2 core 2.5 sq.mm copper armoured	RMT	170	Q	Q	Q
11	Main power cable	RMT	10	Q	Q	Q
12	Drain 40mm CPVC @5rmt/unit	RMT	10	Q	Q	Q
13	Humidifier 19 mm CPVC @5rmt/unit	RMT	10	Q	Q	Q
14	Supply Air Grills with VCD	Nos.	20	Q	Q	Q
15	Extended Piping Kit	nos.	2	Q	Q	Q
TOTAL PRICE (Rs.) (Inclusive all) (Round off)						Q

Note:

1. Evaluation criteria Formula is: **GRAND TOTAL = $\sum[(A)+(B)]$**
2. GST shall be **reimbursed on actual against documentary evidence.**
3. The prices should be quoted in the price bid format only. If the prices will be quoted at any other place, then that may be treated as 'NULL & VOID'.

Signature
Name, Designation & Company Seal



Acceptance / Deviation Certificate

Notwithstanding anything mentioned in our 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.

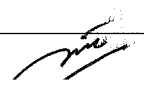
Note :

Deviations may or may not be accepted by BHEL.

"I _____ hereby certify that except the deviations mentioned above, we do not have any other deviations to the tender no. AA:GAX:17:NG:001 dated 01.12.2017. Deviations if any, mentioned elsewhere in our bid (whether Techno-commercial bid of Price bid) may be treated as null and void by BHEL.

Signature

Name, Designation & Company Seal

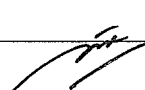


Contact Details

Sl. No.	Description	Details
1	Name of the Bidder	
2	Address	
3	Authorized Person's Name	
4	Mobile No. of authorized person	
5	Land Line No.	
6	FAX No.	
7	E-mail ID of the authorized person	

Signature

Name, Designation & Company Seal



DECLARATION

I / We hereby declare that I / We have not been banned and de-listed by any PSU / Government Department / Financial Institution / Court.

Signature

Name, Designation & Company Seal



ANNEXURE-9

SECURITY DEPOSIT BANK GUARANTEE

This deed of Guarantee made thisday of two thousand and by(Bank) herein after called the "The Guarantor" (which expression shall unless repugnant to the context or meaning thereof be deemed to include it's successors and assigns) in favor of M/s Bharat Heavy Electricals Limited (A Govt. of India Undertaking) a company incorporated under the Companies Act, 1956, having it's registered office at BHEL House , Siri Fort, Asiad, New Delhi- 110049 through it's office complex at Noida, distt, Gautam Budha Nagar (UP) -201301 herein after called " The Company" (which expression shall unless repugnant to the context or meaning thereof by deemed to include it's successors and assigns)

WHEREAS(herein after referred to as the Contractor) have entered into contract arising out of Letter of Intent no. dt.....(herein after referred to as "the contract") for the construction of with the company.

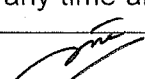
AND WHEREAS the contract inter-alia provides that the contractor shall furnish to the company a sum of Rs.....(Rupees) towards security deposit for due and faithful performance of the contract in the form and manner specified therein.

AND WHEREAS the contractor has approached the Guarantor and in consideration of the arrangement arrived at between the Contractor and the Guarantor, the Guarantor has agreed to give the Guarantee as hereinafter mentioned in favor of the company.

The Guarantor do hereby guarantee to the company the due and faithful performance, observance or discharge of the Contract by the contractor and further unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of Rs.....(Rupees.....) against any claim by the company on them for any loss , damage, costs, charges and expenses caused to or suffered by the company by reasons of the contractor making any default in the performance, observance or discharge of the terms, conditions, stipulations or undertakings or any of them as contained in the contract.

The decision of the company whether any default has occurred or has been committed by the contractor in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the contract and/ or as to the extent of loss, damage, costs, charges and expenses caused to or suffered by the company by reason of the contractor making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the Guarantor irrespective of the fact whether the contractor admits or denies the default or questions the correctness of any demand made by the company in any Court, Tribunal or Arbitration proceedings or before any other Authority.

The company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the terms and conditions of the contract or extend time of performance by the contractor or to postpone for any time and from



time to time any of the powers exercisable by it against the contractor and either enforce or forebear from enforcing any of the terms and conditions governing the contract or securities available to the company and the Guarantor shall not be released from it's liability under these presents by any exercise by the company of the liberty with reference to the matters aforesaid or by reasons of time being given to the contractor or any other forbearance act or commission on the part of the company or any indulgence by the company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so releasing the Guarantor from it's liability under this guarantee.

The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the contract and it's claim satisfied or discharged and till the company certifies that the terms and conditions of the contract have been fully and properly carried out by the contractor accordingly discharges this Guarantee, subject however, that the company shall have no claim under this Guarantee after..... i.e, (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time, as the case may be) unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor not withstanding the fact that the same is enforced after the expiry of the said period.

The Guarantor undertakes not to revoke this Guarantee during the period it is in force except with the previous consent of the Company in writing and agrees that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the contractor or the Guarantor shall not discharge the Guarantor's liability hereunder.

It shall not be necessary for the company to proceed against the contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them not withstanding any security which the company may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Guarantor hereunder be outstanding or unrealized.

Notwithstanding anything contained herein before, our liability under the Guarantee is restricted to Rs (Rupees.....). Our guarantee shall remain in force un till....., i.e, (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time) unless a claim or demand under this guarantee is made against us on or before.....we shall be discharged from our liabilities under this Guarantee thereafter.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts having jurisdictions at New Delhi only.

The Guarantor hereby declares that it has power to execute this guarantee and the executants have full powers to do so on behalf of the Guarantor.

IN WITNESS whereof the(Bank) has hereunto set and subscribed it's hand the day, month and year first, above written,

Signed for and on behalf of the Bank
(Signatory No.)



WITNESSES

1. Name and Address

2. Name and Address

Notes:

1. The above BG shall be executed on the non-judicial stamp papers of adequate value procured in the name of the bank in the state where the bank is located.
2. The above BG is required to be sent by the executing bank directly to BHEL at the address where tender is submitted/ accepted under seal cover.



PRICE BID

S.No.	DESCRIPTION	UNIT	QTY.	Unit Rate (A)	GST Amount (B)	Total (A+B)
1	Supply of air-cooled precision type AC Units, each of minimum 20 TR (net) capacity.	Nos	2			
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4	Lifting & Shifting of IDU and ODU of 20TR PAC unit up to the desired location i.e., Data centre at 3 rd floor and 5 th floor terrace	nos.	2			
5	Indoor Unit stand	Nos	2			
6	Outdoor stand	Nos	4			
7	Refrigerant Piping @ 40 rmt/ ckt	RMT/Ckt	160			
8	Piping sleeves only inside the server- 9mm thick	RMT/Ckt	40			
9	Refrigerant - R410A/R-407C/R134A	Kg	100			
10	Cable- INDOOR TO ODU 2 core 2.5 sq.mm copper armoured	RMT	170			
11	Main power cable	RMT	10			
12	Drain 40mm CPVC @5rmt/unit	RMT	10			
13	Humidifier 19 mm CPVC @5rmt/unit	RMT	10			
14	Supply Air Grills with VCD	Nos.	20			
15	Extended Piping Kit	nos.	2			
TOTAL PRICE (Rs.) (Inclusive all) (Round off)						

Total Price in figure:

Note:

4. Evaluation criteria Formula is: **GRAND TOTAL = $\Sigma[(A)+(B)]$**
5. GST shall be **reimbursed on actual against documentary evidence.**
6. The prices should be quoted in the price bid format only. If the prices will be quoted at any other place, then that may be treated as 'NULL & VOID'.

Signature
Name, Designation & Company Seal