

TENDER DOCUMENT

Tender Enquiry No. : FSIP/WEX-2019-20/01

For

Annual Maintenance of Air Conditioners, Water Coolers, Refrigerators and Deep Freezers in BHEL FSIP Plant and Guest House (Township and Lucknow)



Fabrication, Stamping & Insulator Plant, Jagdishpur
Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Amethi (UP) 227817



BHARAT HEAVY ELECTRICALS LIMITED

Fabrication, Stamping & Insulator Plant, Jagdishpur -227817

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NOTICE INVITING TENDER

Tender Enquiry No.: **FSIP/WEX/2019-20/01**

Date: 17.03.2020

BHEL FSIP, Jagdishpur invites open tender in two part bid system for Annual Maintenance of Air Conditioners, Water Coolers, Refrigerators and Deep Freezers in BHEL FSIP Plant and Guest House (Township and Lucknow). As per details mentioned below.

1. Description of work: Annual Maintenance of Air Conditioners, Water Coolers, Refrigerators and Deep Freezers in BHEL FSIP Plant and Guest House (Township and Lucknow)
2. Quantum of work: (As per Section-II)
3. Duration of Contract: **One Year** (As per Section-II)
4. Cost of tender Document: **Rs. 500/-**
5. EMD Amount: **Rs. 7880/-**
6. Due Date and Time for Submission of Bid: 02.04.2020 (02:59 PM)
7. Due Date and Time for Opening of Bid: 02.04.2020 (03:00 PM)
8. BHEL reserve the right to accept or reject any of the bid/all bids or cancel/withdraw the invitation for bid without assigning any reason whatsoever and in such case no bidder/intending bidders shall have any claim arising out of such action by BHEL.
9. BHEL can accept/reject any or all tenders fully or partly, reduce/increase quantum of work without assigning any reasons thereof.
10. BHEL can accept/reject any or all tenders fully or partly, reduce/increase quantum of work without assigning any reasons thereof.
11. Mode of Submission of offer: Hard copy of the tender offer is required to be submitted to BHEL-FSIP.

12. Address for submission and opening of Tender:

Tender Box- Administrative Building-IP Block
BHEL FSIP
Industrial Area Jagdishpur
Distt. Amethi- 227817 (U.P.) INDIA
Phone: 05361-224152
Mob-9455112839

Enclosures to Tender Enquiry:

1. **Section-I: General Terms and Conditions**
2. **Section-II: Special Terms and Conditions**
3. **Section-III: Price Bid format**

Note:

1. The bidders may personally visit the work place to understand the scope of work before submitting their bids.
2. For relevant details please visit our website "www.bhel.com". All subsequent corrigendum/amendment shall be published only on website and not in press. Hence, bidders are advised to always be in touch with our said website until the tender is finally opened.
3. For any clarification, Officer in charge can be contacted on above contact details.



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Section-I

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS:

The following terms and expressions shall have the meaning hereby assigned to them, except where the context otherwise requires:

- 1.1 'BHEL' shall mean Bharat Heavy Electricals Limited, a Company registered under the Indian Companies Act, 1956 with its Registered Office at BHEL House, Siri Fort, New Delhi, Pin-110049 through its office at FSIP-Jagdishpur or its authorized Officers or its Engineers or other employees authorized to deal with any matters with which these persons are concerned on its behalf.
- 1.2 'CONTRACTOR' or 'FIRM' shall mean the individual, firm or Company who is enlisted with BHEL for providing the services and shall include their executors, administrators, successors and permitted assigns.
- 1.3 'CONTRACT' or 'CONTRACT DOCUMENT' shall mean and include guidelines and declarations of the registration, the General Terms & Conditions and Statutory Compliances, schedules of quantities, accepted appendices of rates, if any, technical specifications, special specifications, if any, Letter of Intent, agreement & the work order, issued by BHEL. Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the contract unless specifically accepted in writing by BHEL and incorporated in the work order.
- 1.4 'TENDER DOCUMENTS' shall mean Instruction to Tenderers, General Terms & Conditions, Special Terms & Conditions, Tender Specifications including drawings and all other documents issued to the bidder against invitation of bid.
- 1.5 'LETTER OF INTENT' shall mean the intimation by a letter / email / fax to the bidder that the tender has been accepted in accordance with provision contained in that letter. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.
- 1.6 'APPROVED, DIRECTED or INSTRUCTED' shall mean approved, directed or instructed by BHEL Shop Engineer / Shop- in-charge/ Concerned authorities.
- 1.7 'WORK' or 'CONTRACT WORK' shall mean and include the work to be done in relevant work category by the firm or as specified in the Tender documents.

2. MODE OF COMMUNICATIONS:

Generally, all communications, references etc. shall be delivered through Letter/E-Mail or given to the authorized supervisor. It will be undertaken that the contractor has read and understood the message, within three days of the delivery, even if they have not received / not opened/ having technical problems on their side. Contractor shall communicate their change of authorized supervisor, email address in advance.

3. SECURITIES:

3.1 EARNEST MONEY DEPOSIT (EMD):

3.1.1 EMD is to be paid by bidder for securing fulfilment of any obligations in terms of the NIT. Offer should be accompanied with Earnest Money as specified in NIT through The EMD may be accepted only in the following forms:

- a. Electronic Fund Transfer credited in BHEL account (before tender opening). EFT shall be made in Bank Account No.: 10405292240 of SBI, IGFCC branch, I A Jagdishpur, IFSC No. SBIN0009072. Receipt of EFT Transfer from bank shall be enclosed with technical offer.
- b. Fixed Deposit Receipt (FDR) 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)



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- c. In addition to above, the EMD amount in excess of Rs Two Lakh may also be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.
- d. The EMD shall not carry any interest.

3.1.2 In case of unsuccessful bidder, the EMD will be refunded after finalization of the tender.

3.1.3 BHEL reserves the right of forfeiture of EMD, in case the successful bidder who:

- a. After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- b. The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.

3.2 SECURITY DEPOSIT (SD):

3.2.1 Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.

3.2.2 The total amount of Security Deposit will be 5% of the contract value. EMD of the successful bidder shall be converted and adjusted towards the required amount of Security Deposit.

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

- a) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL (payable at Ind. Area Jagdishpur). EFT shall be made in Bank Account No.: 10405292240 of SBI, IGFCC branch, I A Jagdishpur., IFSC No. SBIN0009072. Receipt of EFT Transfer from bank shall be submitted to BHEL.
- b) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval 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.)

3.2.4 At least 50% of the required Security Deposit, including the EMD, should be deposited before start of the work. Balance of the Security Deposit can be collected by deducting 10% 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.

3.2.5 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.

3.2.6 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, with the approval of the authority competent to award the work.

3.2.7 Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.

3.2.8 The Security Deposit shall not carry any interest.

4. SUBMISSION OF OFFFER / TENDER:

4.1 The bid is invited in either two part or single part as specified in NIT. In case of two part bid system offer shall be submitted as per following:

4.1.1 Part I: Techno commercial Bid: Techno commercial bid should be filled as per ANNEXURE-E to this section and should contain documents in the same order as listed there along with Documents for Pre-qualifying requirements, if applicable.



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4.1.2 Part II (Price) Bid: Price bid should contain only Price Offer to be submitted strictly as per given format of Price Schedule given in the tender document. The Price Bid not submitted as per Price Schedule may not be considered.

4.1.3 Part I and Part II Bids should be put in separately sealed envelopes and each envelope must be marked clearly as "Techno commercial Bid" or "Price Bid" as the case may be. NIT Number and bidder's name & address should also be clearly mentioned on these envelopes. These two envelopes must be put in a bigger envelope and sealed properly.

Top of the outer cover/envelope should contain following information:

- a. Tender Enquiry No. & Title of Work
- b. Bid Opening date & time
- c. Address/Venue of Bid Submission
- d. Bidder's Name & Address

Technical bid and price bid should be submitted in separate sealed envelopes. In case the bids are found in one single envelope then the "bids" are liable to be rejected.

4.1.4 In case of single part bid system, Techno-commercial bid and price bid should be submitted in single sealed envelope.

4.1.5 All papers/documents should be ink signed and rubber stamped by the bidder.

4.2 The bidder shall quote the rates in English Language using international numerals. These rates shall be entered in figures as well as in words. For the purpose of the tender, the metric system of units shall be used.

4.3 All entries in the tender shall either be typed or be written in ink. Overwriting or cutting is not acceptable.

4.4 The tender shall be submitted on or before the time & date specified in NIT & shall be dropped into tender box as specified in NIT.

4.5 Tenders can be submitted personally/courier/post. The tenders received after the due date and time of submission will be rejected.

4.6 Tenders shall be opened by authorized officers of BHEL at the above mentioned address at the time and date specified in the NIT in the presence of such of those bidders or their authorized representative who may like to be present.

4.7 The offers should be strictly in accordance with the tender specifications & General Instructions to the bidder. Should the bidder require any clarification on the tender specification, or is interested in offering any deviation from the tender specification, he shall contact the authority inviting the tender for clarification before submission of the tender. No deviation w.r.t. terms & conditions of the tender are acceptable.

4.8 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document.

4.9 Before tendering, the bidder is advised to inspect the site of work and the environments and be acquainted with the actual working and other prevalent conditions, facilities available etc. No claim will be entertained later on grounds of lack of knowledge.

4.10 Validity of Offers: The offer should be valid at least for a period of 90 days from the date of opening of tender. In case Bharat Heavy Electricals Limited (BHEL) calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding, on the bidder. All expenses for attending such negotiations are to be borne by the bidder.

4.11 The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights to reject any or all the tenders.

4.12 Conditional and unsigned tenders, tenders containing absurd or unworkable rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.



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4.13 If the bidder deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money / Security Deposit / any other moneys due.

4.14 Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the Bidder who resorts to canvassing are liable to be rejected.

4.15 In case of non-conformities/errors/discrepancies are observed between the quoted prices in figures and that in words, following guidelines shall be followed:

- If, in the price structure quoted for the required goods / services / works, there is 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.
- 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
- If there is a discrepancy between words and figures, the amount in words shall prevail unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- 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.

4.16 BHEL reserve the right to accept or reject any of the bid/all bids or cancel/withdraw the invitation for bid without assigning any reason whatsoever and in such case no bidder/intending bidders shall have any claim arising out of such action by BHEL.

4.17 BHEL can accept/reject any or all tenders fully or partly, reduce/increase quantum of work without assigning any reasons thereof.

5. SIGNING OF TENDER DOCUMENTS

The tenderer shall furnish following, duly enclosing documents relating thereto for the person who signs the tender documents:

- Authorized signatory shall be the person holding 'power of attorney' on behalf of the firm/company/bidder-concerned authorized/empowered to act on behalf for the specific purpose.
- Power of Attorney: An attested copy of the Power of Attorney, in case an individual other than the sole proprietor signs the tender shall be submitted along with the tenders.
- Sole Proprietor-ship Firm: Undertaking on oath (Rs. 100 stamp paper) that Proprietor is solely responsible for all rights and liabilities while working under the name and style of Sole Proprietorship firm namely (_____)
- In case of Partnership Firms: The names of all the partners and their address. A copy of the partnership deed duly certified by the Notary Public/ Deed registered at the office of Registrar of Firms shall be enclosed. The tender must be signed by all the partners of the firm or by the managing partner who has power to do.
- Company: Certified copy Memorandum of Association, Article of Association and Incorporation Certificate.
- Society: Registration certificate issued by Registrar of societies.

BHEL will not be bound by any other power of attorney granted or the change in composition of the firm made after the execution of the contract agreement. They may, however, recognize such power of attorney or change in status only after legal advice.



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6. PRICE SCHEDULE (PRICE BID):

- 6.1 Rate should be quoted strictly as per prescribed Price Schedule.
- 6.2 Rates to be quoted in figures and words by the bidder.
- 6.3 There should not be any corrections in price bid contradictory to the above the offer will be liable for rejection
- 6.4 The rate quoted should be kept firm during the execution of contract and no extra payment will be reimbursed to the contractor by BHEL.

7. EVALUATION OF OFFERS

- 7.1 Technical-cum-Commercial Bid (Part-I) shall be opened first on due date specified in NIT.
- 7.2 The bidders shall be evaluated as per Pre-qualifying and techno-commercial requirements mentioned in the tender documents.
- 7.3 BHEL Reserve the rights to evaluate the bid as per BHEL policy norms and Govt. guidelines. The decision of BHEL for evaluation of bids shall be final and binding to bidder.
- 7.4 Price Bid (Part-II) shall be opened only of Technical-cum-Commercial qualified bidder.
- 7.5 The bidder shall submit complete price of the package. Total price of the package (Price Schedule) shall be compared for purpose of arriving at L1.
- 7.6 Any discount/revised offer submitted by a bidder on its own shall be accepted provided it is received on or before the due date and time of offer submission (i.e part-1 bid). The discount shall be applied on pro rata basis to all items unless specified otherwise by the bidder.
- 7.7 Unsolicited discounts/ revised offers given after Part-I bid opening shall not be accepted.
- 7.8 Evaluation of the offer will be strictly based on the information submitted by the bidder. In view of this the bidder is requested to go through tender document carefully and furnish all details clearly. Missing information may not be asked by BHEL.
- 7.9 In case of tie between two or more than two bidders for L1 price. Bids shall be called for discount on price offered in sealed envelope from all the L1 bidders.
- 7.10 BHEL reserve the right to split the work in two or more bidders, if required. If not specified, total work in full shall be ordered on a single party i.e. L-1 bidder.
- 7.11 BHEL reserves its right to negotiate with the Bidder and/ or go for Reverse Auction (RA).

8. CONTRACT AGREEMENT

The successful bidder (Contractor) has to make an agreement with BHEL in the format prescribed by BHEL on Rs. 100/- Non-Judicial Stamp Paper at his own cost.

9. TERMS OF PAYMENT:

- 9.1 All payments shall be released through electronic-pay mode only.
- 9.2 BHEL shall be releasing payments against the work order after deduction of income tax at source (TDS) as per requirement of income tax rules as well as TDS under GST and BHEL will issue appropriate certificates in this regard.
- 9.3 Service tax, if applicable, shall be paid, as per Govt. rules, to the contractor against running actual, on documentary evidence. The Service tax shall be paid extra and over the quoted rate.
- 9.4 All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST). The payment of Tax will be released subject to furnishing details of outward supplies of materials/services to BHEL in the Return. Also, ensure that the existing contracts, which spill over, to the date of implementation of new GST laws are modified accordingly.
- 9.5 The GST Credit entry maintained by GSTN to the BHEL Accounts on 'GSTN Common Server' must be ensured by the contractor. In absence of the same or any loss of GST Credit due to the fault contractor, shall be recovered/not payable to the contractor.
- 9.6 No interest shall be payable by BHEL on Earnest Money, Security Deposit or on any money due to the firm by BHEL.



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- 9.7 Firm shall arrange his own finance for smooth execution of contract, wages payment, other statutory payments to his employees and all other agreed conditions.
- 9.8 Normally, payment shall be made within 45 days of receipt of clear and accepted bill at BHEL's execution department.
- 9.9 Clarifications from the contractors on bills will be intimated in one go within 07 days of receipt of clear bills, generally. Further, contractors are also required to submit the clarification in one go by next 07 days of receipt of clarification letter from BHEL.

10. JURISDICTION:

The contract shall be governed, by the law for the time being in force, in the Republic of India. Any matter of dispute arising out of or in connection with this contract shall be under jurisdiction of Sultanpur (U.P.), court only.

11. RIGHTS OF BHEL :

BHEL reserves to itself, the following rights without entitling the Contractor to any compensation. Resorting to any, some, all of the actions like Contract termination, recovering the dues/ losses from the Security Deposit and the contract amount, forfeiting the Security Deposit, getting the work done through other agencies at the cost of the contractor, cancellation of registration, banning the business with BHEL etc., in any event of the followings:

- a) Contractor's repeated poor performance, withdrawal from or abandonment of the work, except in force majeure conditions.
- b) Serious lapse in performance, Persistence disregard of the BHEL instructions.
- c) Insolvency of the contractor.
- d) Assignment, transfer, subletting of the contract work.
- e) Non-fulfilment of any contractual obligations or obligations under the law.

12. RISK AND COST:

If the Contractor fails to perform/execute the work within time or fail to perform as per the specification prescribed in tender or acted in violation to prescribed terms and conditions, BHEL shall be entitled to terminate the Contract and take recourse to alternate source to get the work done at the risk and cost of the Contractor. In such case Contractor shall make good the loss to BHEL. BHEL shall be entitled to recover the difference in cost, if any incurred by BHEL due to getting the work done from alternate source. However, in such case Contractor shall not be entitled for any gain.

13. EXTENSION

The contract may be extended as per BHEL's policy on mutual agreement of BHEL and the contractor.

14. PREFERENCES FOR MSMEs:

Following preferences/benefits shall be given to MSEs in line with Public procurement policy for Micro and Small Enterprises (MSEs), 2012:

- a) The tender documents shall be issued free of cost to MSEs.
- b) MSEs are exempted from payment of Earnest Money Deposit (EMD).
- c) In tender, Micro and Small Enterprises quoting within the price band of L1+15% shall be allowed to supply the requirement of at least 25 % of the tender quantity subject to condition that such Enterprises bring down their price to L1 price where L1 price is from other than a Micro and Small Enterprise. If L1 offer is from a Micro / Small Enterprise, this provision will not be applicable. In case more than one Micro and Small Enterprise is there within this span, the supply shall be shared proportionate to the tender quantity.

Note: Special provision for Micro and small enterprises owned by SC or ST: -

Sub target of 25% (i.e. 6.25 % out of 25%) would be earmarked for procurement from Micro and Small Enterprises owned by the Scheduled Caste or Scheduled Tribe Entrepreneurs provided that in event of



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failure of such Micro and Small Enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 6.25 % sub-target for procurement ear-marked MSE owned by Scheduled Caste or Scheduled Tribe Entrepreneurs shall be met from other MSE Enterprises/s.

Note: Special provision for Micro and small enterprises owned by women: -

Minimum of 3 % reservation for women owned MSEs within 25% reservation.

MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either 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 (Format enclosed at **Annexure -E** where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

In case of any change in the MSE status of the Bidder, it shall be the responsibility of the Bidder to notify the change as a part of the Bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the Bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the Bidder as per the procurement policy of BHEL.

a. All other applicable benefits, if any shall be given to MSE bidders as per guidelines of GOI issued time to time.

15. BHEL FRAUD PREVENTION POLICY:

The Bidder along with its associate/ collaborators/ sub-contractor / sub vendors /consultants /services providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website 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.

16. DEALING WITH BANNED SUPPLIERS/CONTRACTORS IN BHEL:

The offers of the bidders who are on the banned list as also the offer 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.

17. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/CONTRACTORS:

Suspension of business dealings with Suppliers/Contractors shall be dealt as per the guidelines available on BHEL website www.bhel.com.

Section-II: Special Terms and Conditions

(The 'Special Conditions' given hereunder supersede the relevant terms and conditions given in 'General Terms

I/We hereby accept above (signature & seal of bidder)



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and Condition').

(1) QUALIFYING CRITERIA

The bidders should fulfill following qualifying criteria:

- 1.1 The bidder should have the experience of carrying out similar work (Maintenance of ACs window & split type, Water coolers, refrigerators etc) as mentioned in scope of work in an industry.
- 1.2 Experience of having successfully completed similar above work during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following :-
Three similar completed works costing not less than an amount equal to Rs. 1.57 Lakhs
OR
Two similar completed works costing not less than an amount equal to Rs.1.97 Lakhs
OR
One similar completed work costing not less than an amount equal to Rs. 3.15 Lakhs
- 1.3 Average Annual Financial turnover during the last 3 years, ending **31st March 2019** should be at least **₹ 1.18 Lakh**. Audited balance sheet and Profit & loss account shall be submitted for last 3 years i.e. F.Y. 2016-17, 2017-18 & 2018-19. (If audited balance sheets are not available, provisional turnover certificate issued by practicing Chartered Accountant will be considered)
- 1.4 Self-Certificate / Declaration that the bidder is not blacklisted / under hold / banned or delisted by any unit / region / office of BHEL on the date of tender. Self-Declaration that he is not guilty by a Court of Law in India for any offence involving fraud, dishonesty and moral turpitude as per annexure given in General Terms and Conditions.

Note: a) Above mentioned criteria should be met by the bidder himself and not by any associate bidder.

b) The bidder is required to submit documentary evidence in support of each of the above qualifying criteria.

Nature of work: Maintenance of Air Conditioners, Water Coolers Refrigerators and Deep Freezers in BHEL-FSIP Plant and Guest House (Township and Lucknow).

(2) Scope of Work: The work mainly comprises of as follows:

I/We hereby accept above (signature & seal of bidder)



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1. To attend the breakdown calls at the work of user during working hours i.e. from 8:00 am to 4:30 pm on week days. However emergency call from Section In charge will have to attend outside normal working hours & holidays also.
2. All major breakdown including replacement of compressor, gas charging, replacement of damaged part etc. should be carried out at our premises only.
3. Servicing of all the unit under contract will included necessary repair, oiling, greasing etc. as agreed by the in charge and to satisfaction of the user.
4. Annual over hauling of all machines under contract will include cleaning, washing, replacement of worn-out parts/broken, unsociable parts painting of AC/Water cooler, testing & commissioning at site. This annual schedule will be under taken during off season from January to March. All the machines should be in perfect working condition before commencement of summer season.
5. The unit undertaken for major overhauling/ replacement of parts etc. at contractor works will be returned back to site within Ten days.
6. The annual overhauling will not a part of periodical servicing.

(3) Before quoting bidder may visit the site to see equipment installation and quantum of work if required.

(4) **Location of Air Conditioners and Water Coolers:** All are installed at various locations in BHEL-FSIP Factory, Administrative Building, Guest House (Lucknow and Township) and at various locations in BHEL- FSIP Township.

(5) **Spares and Consumables:** All spares (like compressor, motor fan etc.) and other consumables shall be in scope of BHEL-FSIP.

(6) **Idle hour of units:** All daily breakdowns will be attended by the contractor on the same day of breakdown and no pending breakdown will be allowed to be carried over next day without sufficient reasons and this should be brought to the notice of AC Maintenance Section In-Charge before closing of day. All the major breakdown will be reported by the contractor to the Section In-Charge and completed at the earliest.

(7) **Period of Contract:** The period of contract will be Twelve Months from the date of award of work order.

(8) **Urgent Work:** The contractor shall have to comply with the priority fixed by Services In-Charge or for taking urgent repair work.

(9) **Facilities and Free Issues :**

- (a) Water, electricity, compressed air, oxygen and acetylene welding facilities and welding/brazing rod will be provided by BHEL free of cost. However, no claims will be admissible if the above facilities are not provided due to any reason what so ever both within factory premises and outside.
- (b) All required spares and consumable like refrigerant gas, electrical spares etc. shall be given by BHEL free of cost.

(11) **Recovery in case of non-attending of Breakdowns or any scheduled work:**



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The contractor shall be liable for recovery in case of non-attending of any scheduled work or breakdowns.

- a) In case of non-attending of the breakdowns or scheduled work, the recovery shall be 20% of the value of the type of work.
- b) LD will be applicable in case of late attending of the breakdowns or any scheduled work, which is 5 % per day after two days of intimation in case of the breakdown, subject to maximum of 10% of the value of the type of work.

(12) Records: Contractor shall maintain following records:-

- (a) Daily breakdown record.
- (b) Spares consumed.
- (c) Water cooler tank cleaning record.
- (d) Preventive maintenance record and service report.
- (e) Breakdown record.
- (f) Checklist record

1) VALIDITY OF OFFERS

The offers submitted by the travel agency shall be valid for a period of 90 days from the date of opening of bid. Further, BHEL reserves the right to reject the offer of bidder (s) without assigning any reason.

2) VALIDITY OF CONTRACT

The contract will be valid for a period of two years. The same may however be extended further with mutual agreement, in writing, and on the same Rates / Service Charges, Terms and Conditions.

3) TERMINATION & FORECLOSURE OF CONTRACT

BHEL reserves the right to terminate or foreclose the contract at its own discretion by giving 30 days' notice in writing.

4) PAYMENT TERMS:

The bills along with supporting documents shall be accepted on fortnightly basis and the payment shall be made within 45 days from the date of submission of the bills, complete in all respects after due verification subject to other terms & conditions mentioned in Taxes & Duties Clause. No interest shall be payable for delay in making the payment.

5) TAXES & DUTIES



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- a) To enable BHEL avail GST Input tax credit, travel agency shall submit their GST compliant Tax Invoice containing all the particulars as stipulated under Invoice Rules of GST Law.
- b) BHEL reserves the right to protect its interest against any loss on account of availability of GST credit.
- c) Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.
- d) Payment to the travel agency will be subjected to TDS, if any, as per the rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act and GST as applicable, as amended from time to time and a certificate to this effect shall be provided to the agency by BHEL.

6) PENALTY CLAUSE

Recovery in case of non-attending of Breakdowns or any scheduled work:

The contractor shall be liable for recovery in case of non-attending of any scheduled work or breakdowns.

- a) In case of non-attending of the breakdowns or scheduled work, the recovery shall be 20% of the value of the type of work.
- b) LD will be applicable in case of late attending of the breakdowns or any scheduled work, which is 5 % per day after two days of intimation in case of the breakdown, subject to maximum of 10% of the value of the type of work.

7) REVIEW OF CONTRACT

In the event of any unforeseen changes in the existing practices of aviation industry, subject to production of documentary evidence, (for example, IATA / Airline commission and discounts being passed on to the travel agents), BHEL reserves the right to review the contract to protect the mutual interests and take action as deemed appropriate. The decision of BHEL in this regard shall be final.

- 8) BHEL at any time, during execution of contract, may go with the Travel Credit Card to avail maximum benefit. Accordingly, the travel agency shall have to accept the same during execution of contract.

9) ARBITRATION

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and 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 to the dispute will share equally the



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cost of arbitration as intimated by the Arbitrator."

10) 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.

11) DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE

- a) If the Service Provider / Agency 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/Agency 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/Agency (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/Agency'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/Agency (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/Agency (Service Provider) and the Seller/Agency (Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Agency (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Agency (Service Provider) shall on no account be entitled to any gain on such repurchases.
- b) Cost of the purchases made by the Purchaser at the risk and cost of the seller/agency (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of materials / services so purchased/hired.

- 12) **FORCE MAJEURE:** A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an Act of God (like a natural calamity) or events such as war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the



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purchase organization only. In such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.

Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.



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LIST OF ANNEXURES

| SR. NO. | NAME OF ANNEXURE | DETAILS OF ANNEXURE |
|---------|------------------|---|
| 1 | ANNEXURE-A | ACCEPTANCE LETTER / DEVIATION CERTIFICATE |
| 2 | ANNEXURE-B | CERTIFICATE OF DECLARATION CONFIRMING THE KNOWLEDGE OF SITE CONDITION |
| 3 | ANNEXURE-C | CERTIFICATE OF DECLARATION CONFIRMING FIRM IS NOT BLACKLISTED / UNDER HOLD FROM BHEL JAGDISHPUR OR BANNED BY ANY UNIT/REGION/OFFICE OF BHEL AND FIRM IS NOT GUILTY BY A COURT OF LAW IN INDIA FOR ANY OFFENCE INVOLVING FRAUD, DISHONESTY AND MORAL TURPITUDE |
| 4 | ANNEXURE-D | NEFT FORMAT |
| 4 | ANNEXURE-E | CERTIFICATE BY CA FOR MSE BIDDERS |
| 5 | ANNEXURE-F | TECHNICAL BID FORMAT |



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(Annexure-A)

ACCEPTANCE LETTER / DEVIATION CERTIFICATE

(to be made on Bidder's letter head)

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 followings:
(Give reference to Clause Nos. of Terms & Conditions which are not acceptable)

- 1.
- 2.
- 3.

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. _____ dated _____. Deviations if any, mentioned elsewhere in our bid may be treated as null and void by BHEL.

Signature
With name, Designation & seal of the firm



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ANNEXURE B

(to be made on Bidder's letter head)

DECLARATION SHEET

I / We hereby certify that, all the information and data furnished by me / us with regard to this Tender are true and complete to the best of my / our knowledge. I / We have gone through the specification, conditions and stipulations in detail and understand fully the scope of work and agree to comply with the requirement and intent of specification.

I/We, further certify that I/We am/are the duly authorized representative(s) of the under mentioned bidder and a valid power of attorney to this effect is also enclosed.

I / We hereby also give our consent in acceptance of all terms and conditions of this tender without any deviation.

SIGNATURE OF FIRM WITH SEAL



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ANNEXURE C

(To be made on Bidder's letter head)

CERTIFICATE OF DECLARATION CONFIRMING THE KNOWLEDGE OF SITE CONDITION

I/We hereby declare and confirm that we have visited the project site under the subject given in NIT and acquired full knowledge and information about the site conditions, industrial climate and total work involved. We further confirm that the above information is true and correct and we will not raise any claim of any nature due to lack of knowledge of site condition.

SIGNATURE OF FIRM WITH SEAL



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(Annexure-D)

(to be made on Bidder's letter head)

NEFT Format

| | |
|----------------------------|--|
| Beneficiary Name | |
| Beneficiary Bank Name | |
| Beneficiary Bank address | |
| IFSC CODE of the bank | |
| Beneficiary Account Number | |
| Email ID | |
| PAN | |

Enclosed: A photocopy/cancelled copy of one leaf from my cheque book for the codes required above. I hereby confirm that the above mentioned particulars are in order. To facilitate NEFT credits, I will inform BHEL in case of any changes in the Bank Particulars at a future date.

Thanking you,

Yours sincerely.

Signature:

Name:

Designation:

Company Seal:

Date:



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ANNEXURE E

(Certificate by Chartered Accountant on letter head)

This is to Certify that M/S.
(Hereinafter referred to as 'company') having its registered office at
.....is registered under MSMED Act 2006, (Entrepreneur
Memorandum No (Part-11dated:
Category: (Micro/Small) (Copy enclosed).
Further verified from the Books of Accounts that the investment of the company as on date as
per MSMED Act 2006 is as follows:

I. 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.I722(E) dated October 5, 2006 :

Rs.Lacs

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:

RsLacs

(Strike off whichever is not applicable)

The above investment of Rs Lacs is within permissible limit of RsLacs for
..... Micro/Small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its 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 5.0. No. 3322{E} dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name -

Membership number

Seal of Chartered Accountant



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ANNEXURE- F

TECHNICAL BID FORMAT

TABLE-I

| Sl. No. | Description | Please Fill |
|---------|---|-------------|
| 1 | Name of the Firm (Bidder) | |
| 2 | Address of the Firm (Registered Office) | |
| 3 | Name of Contact Person | |
| 4 | Contact Numbers | |
| 5 | Fax No., if any | |
| 6 | Email ID | |

TABLE -2

| Sl. No. | Description | YES / NO | Remarks |
|---------|---|----------|--|
| 1 | Earnest Money Deposit (EMD) | | Details..... |
| 2 | Tender Document Cost, if applicable | | Details..... |
| 3 | Signed and stamped copy of tender documents | | Signed and stamped Copy of all pages (all sections) of BHEL tender documents to be enclosed as a token of acceptance of all terms and conditions of the tender |
| 5 | Documents against Qualifying Requirements | | Signed and stamped copies of all documents as asked under qualifying criteria of the tender to be enclosed |
| 6 | Authorization for signing Tender Documents | | Valid copy of power of attorney / authorized signatory to be enclosed as a proof of authorized representative of the firm |
| 7 | Signed and stamped copies of all Annexures | | Signed and stamped Copies of all Annexures to be submitted on firm's letter head |
| 10 | PAN Number | | Copy of the PAN Card to be enclosed |
| 11 | Income Tax Return (<i>of last 3 yrs</i>) | | Copy of the ITR to be enclosed |
| 12 | GSTN No. & State Code | | Copy of the Certificate to be enclosed |
| 13 | Validity of Offer | | 90 days from the date of tender Opening |

Please mention "NA" if not applicable.

I / We hereby certify that, all the information and data furnished above with regard to this Tender are true and complete to the best of my / our knowledge.



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Section-III

3. Price Bid format

| BILL OF QUANTITY AND PRICE SCHEDULE | | | | | |
|-------------------------------------|--|---------------------|----------------------------|----------------------|------------------------------|
| Sl. No. | JOB/ACTIVITY | UNIT OF MEASUREMENT | QUANTUM OF WORK ANNUAL (A) | Unit rate in INR (B) | Total Price in INR (C=A X B) |
| 1 | Maintenance of Air Conditioners, Water Coolers, Refrigerators and Deep Freezers | | | | |
| 1.1 | Preventive maintenance & breakdown maintenance of Window ACs 1.5 Ton | Nos. | 48 | | |
| 1.2 | Preventive maintenance & breakdown maintenance of Window ACs 2 Ton | Nos. | 6 | | |
| 1.3 | Preventive maintenance & breakdown maintenance of Split ACs 1.5 Ton | Nos. | 52 | | |
| 1.4 | Preventive maintenance & breakdown maintenance of Split ACs 2 Ton/ 3 Ton | Nos. | 27 | | |
| 1.5 | Preventive maintenance & breakdown maintenance of WATER COOLER(40/80/120/150 Litres) | Nos. | 33 | | |
| 1.6 | Preventive maintenance & breakdown maintenance of Refrigerators(80/165/220/230/285/335 litres) | Nos. | 14 | | |
| 1.7 | Preventive maintenance & breakdown maintenance of deep freezer(400 Litres) | Nos. | 2 | | |
| 1.8 | Shifting of Air Conditioners and Water Coolers | Nos. | 16 | | |
| 2 | Total price (excluding GST) | | | | |
| 3 | Total Price in words | | | | |

1. The evaluation of the bids will be done on overall basis (total price quoted by the supplier for entire AMC) and not on individual type of work.
2. Rates to be quoted in figures and words by the bidders. There should not be any corrections in price bid contradictory to the above the offer will be liable for rejection.
3. The rate quoted should be kept firm during the execution of contract and no extra payment will be reimbursed to the contractor by BHEL.
4. Rate should be quoted as non-zero value.