

"COURIER"

**Project Engineering
Management**

Bharat Heavy Electricals Limited
(A Govt. of India undertaking)



Enquiry No. PE-LPE/258 Dtd. 07/03/2017

Due Date: 22/03/2017 by 3:30 PM

Open Tender Enquiry

Subject: AMC and Day to Day operation of 2x250 kVA DG Sets of PPEI Building in BHEL, PS-PEM, Noida

Dear Madam/ Sir,

Quotations are invited in two parts in sealed cover with Enquiry no., Enquiry date, Quotation due date & Time, Name! Address of the Organisation whom submitting the offer legibly super-scribed on it, for the above- mentioned item so as to reach the undersigned before 02:00 P.M. on or before the above mentioned due date.

AMC schedule/ Completion Period: Vendor to start AMC services from the date of awarding of work contract for the period of two years.

Payment Terms: Payment will be made within 30 days after submission of the bill subject to the condition as specified of NIT (Technical Terms and Conditions Cl. No. 4.0 of Annexure-I).

Penalty Clause: In event of non-functioning of DG sets (2x250 kVA) for more than two hours due to maintenance or lack of servicing, a penalty for downtime @₹100/- per hour basis shall be charged. However, in case of major faults like breakdown of winding or overhauling, the party will be given 24 hours' time to arrange back up power for which no payment to the party shall be made. If the party fails to arrange back up supply within 24 hours of breakdown, a penalty @₹200/- per hour basis shall be charged.

Bid Submission: Inviting offers in 2 parts (Part 1: unpriced offer along with commercial terms acceptance, Part 2: Price bid as per price format). [Refer Annexure-II Cl. No. 1]

Pre-qualifying requirements (PQR): Refer Page 2 of 16. Bidders to submit required documents with bid as a proof of meeting PQR.

Validity of Rates: After awarding the work the rates should be firm till the completion of work.

Security deposit: as specified in NIT (Commercial term conditions sl.no 12 of Annexure-II).

All other terms & conditions shall be as per attached Annexures - I to XI.

Remarks:

- 1) Evaluation shall be done on Grand total amount (inclusive of taxes & duties) as per given in Price format (Annx. -IV).
- 2) Tender and all correspondence thereof, shall be addressed to the undersigned by name & designation and sent at the following address:

Tender Room,
M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
Power Project Engineering Institute,
HRDI & ESI Complex,
Plot No 25, Sector-16 A, Noida-201301 (U.P.)
Phone no. 0120-4213591

Thanking You,

Yours faithfully,
For and behalf of BHEL,

[N C.Sharma] Sr. ENGR./ MM

PRE-QUALIFYING REQUIREMENT (PQR)

A: Technical

1. Bidders having experience of successfully executed job contract of similar works* during last 7 years ending 31st Jan, 2017 should be either of the following:

a. Three similar completed works costing not less than Rs. 3.8 Lakhs.

or

b. Two similar completed works costing not less than Rs. 4.7 Lakhs.

or

c. One similar completed work costing not less than Rs. 7.6 Lakhs.

(*Similar work means: Operation & Maintenance of DG Sets (100KVA & above))

2. Bidder should have a minimum experience of three years as on 31st Jan, 2017 in similar works. Work Order along with the copy of successfully / satisfactorily completion of work clearly mentioning the work order details, to be attached as a proof of successful completion of similar work. The certificates shall be issued by Competent Authority with her/ his contact details mentioned, for verification purpose. BHEL reserves the right to verify the correctness of the documents of the clients. In case the bidder has done work earlier with BHEL, then only copy of work order should be submitted.

3. The bidder should have local office in Delhi-NCR.

B: Financial

1. Average Annual financial turnover during the last three years, ending 31st March, 2016 should be at least Rs. 2.8 lakh.

Note:

- i.) In case the adopted accounting year is other than financial year then previous year to be considered accordingly.
- ii.) The bidder shall provide the complete set of accounts (balance sheet, Profit Loss A/c etc.) for last 3 years duly signed and stamped by auditors.

C: Commercial

1. EMD of Rs. 18992/-
2. The bidder should provide with the following documents:
 - a. Income Tax Return of last two years (Financial years 14-15 & 15-16).
 - b. Service Tax Registration Number.
 - c. PF & ESI Registration Number.
 - d. VAT / TIN Registration Number.
 - e. PAN Card

Complete tender in all respects duly signed & stamped on each and every page by the authorized signatory of the bidder as a token of acceptance of all the terms and conditions of tender.

The given conditions have to be satisfied by the Tenderer, with documentary proof to be enclosed with tender bid. If case the agency fails to enclose the following documentary proof with tender, then the tender will be liable for rejection.

TECHNICAL TERMS AND CONDITIONS

1.0 SCOPE OF WORK:

1.1 The Agency has to carry out day to day Operation/Checkup/Maintenance of DG Sets for normal operation.

1.2 The Agency has to carry out inspection on regular basis and servicing of DG Sets quarterly. The Party will cover the entire gamut of the following services:

- Provide all the air filters, oil filters, diesel filters, coolant green (5 ltrs. for each DG), engine oil (40 ltrs. for each DG) and all other parts (major or minor) at the time of servicing.
- Carry out cleaning of radiator and all other parts, repair of any damage in cooling water system, engine oil system, battery checkup & complete control wiring checkup.

1.3 All the major and minor faults excluding **Overhauling of engine, Rewinding of stator/ rotor winding of Alternator and Exciter**, will be rectified/repared by the agency on urgent basis. Supply of all major & minor parts which includes repair of radiator, self-starter, governor system, AVR system, bellow, exhaust fan and all metering equipment's like voltmeter, ammeter, R.P.M meter, temperature meter etc. will also be covered in repair activities.

1.4 All the tools and equipment will be arranged by the contractor for operation as well as maintenance work. Also minimum tools required for day to day operation to be always made available at the site.

1.5 The agency should deploy well trained manpower so that trouble free operation and day to day checkup (cleaning of equipment along with coolant checkup, lubricating oil checkup, battery water & terminal checkup, maintenance and recording of log book for diesel consumption, water temperature, coolant temperature, speed in RPM, voltage, current etc.) can be carried out.

1.6 The agency has to provide all day to day spares without any extra cost like: Diesel filters, Mobil oil filters, Diesel tubing, nuts, bolts and washers etc. Such spares shall always be available with the agency at site i.e. PEM Premises.

1.7 All the transportation charges (at site or outside site) including of loading and unloading charges will be paid by the party, for carrying out any activity in support of power back up arrangement & maintenance of DG Sets.

2.0 BHEL's SCOPE OF WORK:

2.1 BHEL will provide only Diesel fuel for the operation of the DGs.

3.0 PENALTY:

3.1 In the event of non-functioning of DG Sets (2X250 KVA) for more than two hours due to maintenance or lack of servicing, a penalty for downtime @ Rs.100/- per hour basis shall be charged. However in case of major faults like breakdown of winding or overhauling the party will be given 24 hours' time to arrange back up power for which no payment to the party shall be made. If the party fails to arrange back up supply within 24 hours of breakdown, a penalty @ Rs.200/- per hour basis shall be charged.

4.0 PAYMENT TERMS:

4.1 The Contractor shall submit the bill(s) in conformation with the Log book at the end of every month, which shall be certified by BHEL's representative and payment will be made within 30 days after submission of the bill subject to the condition that the bill is in proper order. Payment will be made through e-payment (through electronic fund transfer (EFT) / RTGS) only after deducting taxes (like Work contract tax, TDS, sale taxes, service taxes, etc.). **Details of your bank account for the same shall be submitted by you.** Also, no interest shall be paid due to delay in making the payment. Service Tax should be shown separately in the rates quoted. The same will be paid / remitted in accordance with the provisions of Reverse Tax Mechanism of Service Tax as applicable

5.0 TECHNICAL SPECIFICATION OF DG SET:

The brief technical specifications of 2x250KVA DG sets intended to cover for operation & maintenance contract are as mentioned below. These are installed at our office in BHEL, PS-PEM, Power Projects Engineering Institute, Plot no.25, Sector-16A, Noida (U.P).

Diesel Generator Sets:

Two numbers of DG set of 250 KVA capacity each.

- Engine - Greaves make
Engine no.-13060840312/13
Model -TBD 3 V 8
Rating (HP/KW)-313
R.P.M-1500
- Alternator - Stamford Make
Rating-250KVA
S.No.05011460/61
Ref. No.-NMA1460/61
Type-HC444DI
Volts-415 volts
Current -348 amps
Phase-3
Frequency-50Hz
Stator connection-SISTER
R.P.M-1500
Excitation voltage-48 volts
Excitation current-2.30 amps
Insulation class-H
Enclosure- IP23

Control panel -Spain Electronics Make

COMMERICAL TERMS AND CONDITIONS

1. BID SUBMISSION

Bids shall be submitted latest by **03:30 PM** on or before the due date in two parts as follows:

PART-1: TECHNO-COMMERCIAL BID

This part shall contain the following:

- a) Complete tender including Technical Specification & other scope of work, Commercial terms & conditions and General terms & conditions in all respects duly signed & stamped on each and every page by the authorized signatory of the bidder as a token of acceptance of all the terms and conditions of tender.
- b) **Unpriced copy** of the price bid with all amounts/figures/ percentages wherever quoted in the price bid being replaced with the word 'Quoted' or 'Q'.
- c) Supporting document/ information to be submitted against each point of 'PQR' and Documents to be enclosed with bid / Eligibility Criteria:
- e) Copy of PAN Card, VAT/Sales tax registration/Service tax registration duly signed and stamped by the bidder.
- f) **EMD** is which is Rs. 18,992/- for this tender.
- g) Copy of acknowledgements of **IT return** of last three financial years.

This part shall be submitted in duplicate in two separate Sealed Covers with bidder's distinctive Seal super scribed with correct Enquiry No., Item of supply, due date of opening and '**part-1: techno-commercial bid**'.

PART -2: PRICE BID

This part shall contain Prices only 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 separate Sealed Cover with bidder's distinctive Seal super scribed with correct Enquiry No., Item of supply, due date of opening and '**part -2: price bid**'.

Tenders and all correspondence thereof, shall be addressed to the undersigned by name & designation and sent at the following address:

Kind Attn: Sh Kunal Gandhi / Sr. Engineer (CMM) & Sh I P Singh / Sr. Mgr. (CMM)

Tender Room,

M/s Bharat Heavy Electricals Ltd.,

Project Engineering Management,

Power Project Engineering Institute,

HRD & ESI Complex,

Plot No 25, Sector-16 A, Noida-201301 (U.P.)

Mob. No- 9650183377, Phone no. 0120-4368574, 4368749

2) BID OPENING

PART- I (Techno-Commercial Bids) will be opened at **04:00 PM** on the due date in the presence of bidders who may like to be present. Date and time of opening of Part - II (Price Bids) shall be communicated separately.

- 3) The bid shall remain valid for a period of 90 days from the date of opening of part-I offers. No revision of prices shall be entertained after bids have been opened. Bidder shall not be entitled during this period to revoke or vary the content of bid or any terms thereof. In case of any unsolicited variation subsequent to bid opening, the bid shall be treated as "Rejected".
- 4) No revision of prices shall be entertained after bids have been opened.
- 5) Prices shall remain firm without any variation till completion of contract.
- 6) Illustrative leaflets giving technical details of items offered should be enclosed, wherever necessary.
- 7) BHEL shall be under no obligation to accept the lowest or any other bid and shall have the right to accept or reject any bid in part or in full without assigning any reason whatsoever.
- 8) Late tenders will be rejected.

9) RISK PURCHASE:

Purchaser will have the option to terminate the contract and purchase from elsewhere at the risk and cost of the Vendor, either the whole or part of the goods which the Vendor has failed to deliver or despatch within the stipulated delivery period or if the same were not available, the best and the nearest available substitute thereof. The Vendor would be liable to compensate the Purchaser for any loss which the Purchaser may sustain by reason of such risk purchase, in addition to Liquidated Damages (Penalty Clause) at the rate mentioned above.

10) PRICE DISCREPENCY:

- a) 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 the quantity), the unit price shall prevail and the total price will be 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 will be 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 and figures, the amount in words shall prevail, unless the amount expressed in the words is related to an arithmetic error, in which case 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.
 - e) Taxes and duties if not specified clearly as extra shall be considered as include in the basis price and, therefore, shall not be reimbursed separately.
- 11) BHEL shall be under no obligation to accept the lowest or any other bid and shall have the right to accept or reject any bid in part or in full without assigning any reason whatsoever. BHEL also reserves the right to reject any or all quotations without assigning any reason whatsoever. Quotation of the parties which have been black-listed / debarred / banned by PSUs / kept on hold by any office of Delhi-based Divisions of BHEL during the last three years will be rejected. Late tenders will be rejected.

12) SECURITY DEPOSIT

The successful bidder shall be required to furnish a Security Deposit of 5% of of total value of contract, excluding taxes. 50% of Security Deposit amount, including EMD, will have to be furnished through demand draft / banker's cheque in favour of BHEL payable at New Delhi or by cash in BHEL PS-PEM office Finance Dept. before start of the contract and balance 50% will be recovered from the bills. The Security Deposit shall not carry any interest and will be refunded to the contractor on successful completion of the contract and settlement of recovery of dues, if any, to BHEL/PEM to cover the due performance of Order.

Contract and to fulfil the guarantee conditions stipulated in the Order/Contract.

- 13) **QUALITY:** All Systems/goods/services supplied/rendered shall be brand new and conform to the contract technical specifications and/or be strictly in accordance with approved samples/drawings. Where there is no specifications, sample or drawings, Systems/goods/services shall be of the best quality.
- 14) **CHANGE OF ORDER :** No changes to this order/contract are permitted unless authorised in writing and signed by competent authority of this office.
- 15) **LOCATION & CONSIGNEE :** Complete Systems/goods/Services will be consigned/delivered to DH (PEM-HR/GAX), PPEI Building, HRDI&ESI Complex, Plot No. 25, Sector 16A, NOIDA – 201 301, who will co-ordinate the activities of AMC services.

16) TAX DEDUCTION AT SOURCE:

Tax shall be deducted at source from the running bills as per applicable Income Tax Rules and other statutory requirements.

17) TERMINATION OF CONTRACT:

If at any time during the currency of contract, the contractor defaults in performance of the work with due diligence and continues to do so or commit any default in complying any of the tender terms and conditions even after the notice (in writing) is given to him, BHEL may, without prejudice to any other, has right to remedy which shall have accrued or shall accrue thereafter to BHEL, to terminate the contract.

- 18) **DEVIATION:** The Contractor must comply with the tender specification and all terms and conditions of contract. No deviation shall normally be entertained. Deviation if any, should be given as per the format attached at Annexure-V by mentioning the related/affected clause number etc.

19) ARBITRATION

In the event of any dispute or difference arising out of the execution of the Order/Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision between BHEL & Service Provider in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL.

Subject to 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 Noida.

20) 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. Extant regulations of Govt. of India will be applicable. Law of land will supersede any condition given in tender enquiry, in case of any contradiction.

21) RESOLUTION OF DISPUTES

- The purchaser and the supplier shall make every effort to resolve any disagreement or dispute, arising between them under or in connection with the contract, amicably by direct negotiation.
- Dispute if any, arising out of or in respect of the contract(s) to which these conditions are applicable, is subject to the jurisdiction of the Delhi courts only.

22) STATUTORY VARIATION:

- i) If the rates for taxes and duties in respect of the quoted materials and/ or services assumed by the Seller/ Contractor are less than the tariff prevailing at the time of tendering, Seller/ Contractor will be responsible for such under quotations. However, if the rates assumed are higher than the correct rates prevailing at the time of tendering, the difference will be to the credit of the Purchaser.
- ii) Statutory Variations in Service Tax only on self-manufactured items/ services rendered by vendor himself on the rates prevailing at the time of delivery/ completion in comparison to the date of offer, will be to the account of the Purchaser. No other variations such as on customs duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the Purchaser.

iii) Notwithstanding the above, where the actual completion of the supply occurs beyond the period stipulated in the Order/ Contract or any extension thereof, variations referred to above, will be limited to the rates prevailing on the dates of such agreed completion periods only. For variations after the agreed completion periods, the Seller/ Contractor alone shall bear the impact for the upward revisions and for downward revisions; purchaser shall be given the benefit of reduction in taxes/duties. This will be without prejudice to the levy of penalty for delay in delivery/completion schedule.

iv) Any new tax structure (like Goods & Services Tax) as and when implemented by the Government shall become applicable in addition to or in lieu of existing tax structure.

18. The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendor/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL web site

<http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud as soon as it comes to their notice.

NOTE: It is presumed that the bidder has accepted all the instructions, Terms and conditions and Technical Specifications covered in this Tender Enquiry, unless the deviations are specifically indicated in the bid on a separate sheet.

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GENERAL TERMS AND CONDITIONS

1. The daily log book shall be maintained by the agency for record of day-to-day activities.
2. The onus for compliance of Govt. Rules and Regulations for all the activities lies with the Contractor.
3. In case, while on duty and during the course of engagement in work premises of the Company under this contract, if any of the Contractor's workforce meet (s) with any injury / indisposition due to accident or other natural calamities, the Contractor shall ensure that immediate and adequate medical aid viz., first -aid and subsequent treatment facilities are provided to the person(s) concerned without any obligation to BHEL.
4. Bidder must note that any false information / data or any suppression of facts will disqualify them even at a later stage also. The Bidder will have to deploy trained and efficient work force for the work.
5. The Bidder may be rejected on account of unsatisfactory part performance in the execution of an earlier contract if noticed during technical evaluation.
6. The successful Bidder will be responsible for the quality of the job / services and will immediately rectify the deficiency pointed out in the work performed.
7. Provision of operational staff (back up by supervision of skilled technician as and when required) for round the clock operation for seven days in a week.
8. Contractor will have full responsibility of proper up keep, maintenance of the equipments etc. handed over to them by the company.
9. No Labour below the age of fourteen or who is not an Indian National shall be employed on the work.
10. Any discrepancy in the bid, if found advantageous to BHEL shall be considered for evaluation accordingly.
11. Contractor will not be allowed to sublet the contract to other parties.

SAFETY RULES:

- b) The Contractor must inspect the area of work to decide the safety precautions necessary for executing this contract.
- c) All safety precautions are to be taken by the contractor at his cost.

PRICE SCHEDULE:

Sl. No.	Description of Work	Total Amount For 2 No.s of DG Sets 250 KVA (Rs.)
1	Comprehensive annual maintenance charges and day to day operation and maintenance charges for 2X250 KVA capacity Diesel Generator Sets for a period of 2 years- round the clock basis for seven working days in a week as per specification. (Payable on monthly basis)	
A	TOTAL	
	CST/VAT on ____% @%	
	Service Tax on ____% @%	
*B	Grand Total amount (Including Taxes) Rs.	
In Words: _____ _____ _____		

* Evaluation will be done on the Grand total amount at (B) quoted by the bidder.

Note:

- All applicable statutory deductions shall be made from contractor's bill.

DETAILS OF BUSINESS

The vendor shall furnish the following information along with Part-1 bid.

1.0	Name of the firm		
2.0	Address for communication		
3.0	Registered Office, if any :		
	Telephone No. (Office) (Res) (Mobile) (Fax)		
4.0	Name of proprietor / partner		
5.0	Name of Bankers		
6.0	Enclose Experience Certificates with Govt. /Public Sector Undertaking / Private of repute.		
7.0	Copy of PAN Card to be enclosed		
8.0	Enclose acknowledgements of IT return of last two financial years		
9.0	Any other information		

ACCEPTANCE LETTER / NO 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: Any deviation specified elsewhere in the tender shall not be considered. Deviations may or may not be accepted by BHEL.

(Signature & seal of the contractor)

DECLARATION

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

(Signature & seal of the contractor)

TECHNICAL DETAILS

For Technical bid

Work Experience fulfilling, submitted in Part-I Bid)

EXPERIENCE	No. of Work	Value	Customer's Name
1.			
2.			
3.			

PAN Card No. / Name on PAN Card	
Service Tax No. / Taxable Services	
VAT/ CST	

Income Tax Return(A.Y.)	2015-16	2014-15	2013-2014

NEFT APPLICATION FORM

Name of the Company:

Name of the Bank:

Address Of the Bank:

Company's A/c no:

Type of A/c:

IFSC CODE:

RTGS CODE:

Company's E-MAIL ADDRESS:

Company PAN No.:

Authorized Signature

Company Seal

THE ABOVE DETAILS ARE TO BE SUBMITTED EITHER ATTESTED BY YOUR BANKERS OR CHEQUE LEAF DULY CANCELLED

WITH IFSC CODE & A/C NO.PRINTED ON IT MAY BE ENCLOSED.

Accompanying documents :

Cancelled cheque leaf for A/C no. & IFSC confirmation

CHECK-LIST (Part-I Bid)**SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER**

Sl. No.	Description of requirement	Yes/ No / NA	Page No(s)
1	Details of work experience, satisfactory work performance certificates.		
2	Acknowledgement of I-T return of last three financial years		
3	Annual financial turnover during the last three years ending 31/03/2016		
4	Copy of the PAN card.		
5	Copy of VAT/Sales tax registration/Service tax registration		
6	Pre-Qualifying Requirement		
7	Technical Terms & Conditions (Annexure-I)		
8	Commercial Terms and Conditions (Annexure-II)		
9	General Terms & Conditions (Annexure-III).		
10	Unquoted Price Bid Format (Annexure-IV)		
10	Details Of Business (Annexure -V)		
11	Acceptance Letter / No Deviation Certificate (Annexure-VI)		
12	Declaration (Annexure-VII)		
13	Technical Details (Annexure-VIII)		
14	NEFT Format Duly Certified by Bank OR Cancelled Cheque with sign & seal of bidder		
15	Check List (Annexure-IX)		