

**BHARAT HEAVY ELECTRICALS LIMITED  
BHEL ESTATE OFFICE**

**BHEL TOWNSHIP, SECTOR-17  
NOIDA, UP - 201301**



**TENDER DOCUMENT**

**FOR**

**TWO YEARS COMPREHENSIVE AMC OF WINDOW / SPLIT /  
CASSETTE TYPE AIR CONDITIONERS INSTALLED AT OFFICIAL  
BUILDINGS IN BHEL TOWNSHIP, SECTOR-17, NOIDA.**

**NIT No.: 48: AA: NOI: ADMN.:AC-AMC:112:2017-18**

**Dated: 09.02.2018**

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**Last date for Submission of offer: 28.02.2018 up to 1500 hrs.**

*Omender*  
**ओमेन्द्र सिंह**  
वरि. अभियंता (भा. सं.-टीएएक्स)  
**Omender Singh**  
Sr. Engineer (HR-TAX)  
भारत हेवी इलेक्ट्रिकल्स लि., संपदा कार्यालय, सेक्टर-17, नोएडा  
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida

भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
**Bharat Heavy Electricals Ltd.**

सम्पदा कार्यालय, सेक्टर -17, नोएडा - 201301 (यू.पी.), भारत  
BHEL Township : Estate Office, Sector-17, Noida-201 301 (UP) INDIA  
फोन (का.)/ Tel.- 0120-3070956, फैक्स (Fax)- 0120-3070982

**NOTICE FOR INVITING OPEN TENDER**

Sealed tenders are invited in two part bids for the following Services in BHEL Township, Sector-17, Noida.

**Name of Services** : Two years Comprehensive AMC of Window / Split / Cassette type Air Conditioners installed at official buildings in BHEL Township, Sector-17, Noida.

**NIT No.** : 48: AA: NOI: ADMN.:AC-AMC:112:2017-18 Dated: 09.02.2018

**Earnest Money** : Rs 9,100/- (Rupees Nine Thousands One Hundred only)

**Tender Cost** : Nil


**DATE OF SUBMISSION & OPENING OF TENDER**

**Last date for submission of sealed tender at Estate Office, BHEL Township, Sector-17, Noida** : 28.02.2018 at 1500 Hrs.

**Date of opening the tender** : 28.02.2018 at 1530 Hrs.

**Venue for opening of Tender** : Estate Office, BHEL Township Sector-17, Noida

The Tender Document may be obtained from the Office of Engineer (HR-TAX), Estate office, Sector-17, Noida free of cost or may be downloaded from BHEL web site ([www.bhel.com](http://www.bhel.com)) or from CPP Portal (<http://eprocure.gov.in>). The sealed tender may be sent either by registered post/ Speed Post/ Courier Services or by hand in the Office of Engineer (HR-TAX), between 9.00 AM to 5.30 PM on any working day latest by 28.02.2018 at 3:00 PM. In case of any clarification the bidder can contact undersigned on Tel. No.-0120-3070956/ 3070958, mobile No.-8800957694/ 8527770286 or at e-mail: [omender@bhel.in](mailto:omender@bhel.in).

  
**(Omender Singh)**  
Sr. Engineer (HR-TAX)  
On behalf of "BHEL"

  
ओमेन्दर सिंह  
वरि. अभियंता (मा. सं.-टीएएक्स)  
**Omender Singh**  
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Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida

## PART 'A' – TECHNO- COMMERCIAL BID

### A. INSTRUCTIONS FOR THE BIDDERS:

1. The offer shall be submitted as per the instructions of tender document. Only one set of tender document duly signed & stamped on each page shall be submitted as detailed further. Tenderer should note specifically that all pages of tender document, including the NIT page for this particular tender shall be submitted by them (after signing/ stamping on each page) as a part of their offer. **Price shall not be mentioned by them anywhere in the techno-commercial portion of offer, except in the relevant price bid and submitted in separate sealed envelope.** In case of any clarification, bidder may contact this office.
2. Tender documents are also available on BHEL web site ([www.bhel.com](http://www.bhel.com)) & on CPP Portal (<http://eprocure.gov.in/cppp/>) which can be downloaded and used as tender document for submitting the bid.
3. All documents submitted by the Tenderer in his tender may be accompanied with a covering letter giving index interlinking all the documents.
4. No overwriting / correction in tender documents by tenderer shall be allowed. However, if correction is unavoidable, the same must be signed.
5. Tender must be submitted in two parts, i.e., (i) Techno-Commercial Bid along with un-price bid (Annexure-I) and (ii) Price Bid. The tenderer must submit their tenders in three separate sealed envelopes prominently super scribed as 'EMD Deposit', Part – A 'Techno- commercial bid' and Part-B 'Price Bid' along with NIT No. & due date written on each of the envelope. These three separate envelopes shall together be kept in fourth envelop super scribed with name of Work, NIT No. & due date of opening.
6. Techno-commercial bid should contain all the documents in proof of Pre- qualifying criteria, signed tender document having NIT page, Instructions for tenderer, general conditions, Special Conditions, Contractor's Obligations, un-price bid, all the annexure duly filled & signed by the tenderer and the envelope containing EMD.
7. Bid without requisite Earnest Money Deposit (EMD) will not be considered.
8. The tenderer shall submit the Bank details along with a cancelled cheque for payment through NEFT/RTGS.
9. Price Bid should contain only the "Part-B, Price Bid Format" after quoting the rates as specified in the Price bid format.
10. Rate shall be quoted inclusive of all including GST which shall be quoted separately in same price bid format. Rates must be quoted in figures as well as in words.
11. On the date of opening of tender, only Techno-Commercial Bid shall alone be opened.
12. BHEL may finalize successful tenderer by opening of sealed price bid. Date of opening of sealed Price Bid will be intimated by post or e-mail separately to the Tenderers who qualify in the Techno-Commercial bid.
13. Opening of Price bids will be done for the offers of only those tenderers, whose bids are found technically acceptable.
14. BHEL reserves the right to accept or reject any or all offers without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
15. In case any typing error/other clerical errors is noticed by the tenderer, in the tender documents, the same must be pointed out and got clarified before submission of offer, or else, BHEL's interpretation shall prevail & shall be binding on the tenderer.
16. The Tenderer should accept all terms & conditions of the tender unconditionally. Tenders with deviations from terms and conditions are likely to be rejected.
17. In case any document required as per PQR is not submitted in techno-commercial bid (part-A) the party shall be asked to submit the same within stipulated time by email, etc. If the document(s) is/are not received within stipulated time the offer may be rejected.

(Signature & seal of the bidder)

18. **Tenderers are requested to go through the scope of work, visit the site/location etc. and get fully acquainted with the work place and prevailing working conditions to get all their doubts clarified regarding the above work before submitting the offer.** Engineer-in-charge's decision will be full and final in the event of any. Any queries regarding this tender may be clarified from Engineer (HR-TAX), on Telephone No. 0120- 3070956/ 3070958, mobile No.-8800957694/ 8527770286 or e-mail: [omender@bhel.in](mailto:omender@bhel.in)/ [santosh\\_kumar@bhel.in](mailto:santosh_kumar@bhel.in)

19. The tenderers or their representative may attend the opening of techno-commercial bid (Part-A) and the technically qualified tenderers or their representative may attend the opening of Price bid (Part B), if they so desire. The tenders (both the parts) shall be opened on schedule date & time even if the bidders or their representative are not present.

#### **B. PRE QUALIFYING CRITERIA:**

- 1) The Earnest Money Deposit (EMD) of Rs **9,100/- (Rupees Nine Thousands One Hundred only)** only in the following forms in favour of BHEL, payable at New Delhi, must be submitted in a separate envelope: -
  - a) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
  - b) Electronic Fund Transfer credited in BHEL account (before tender opening)
  - c) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)
- 2) **Tender not accompanied with EMD will not be accepted except for MSE Suppliers who have submitted valid NSIC certificate along with tender's Techno-commercial Part I- Bid.**
- 3) The bidder shall submit the complete tender document in all respects duly signed & stamped on each and every page as a token of acceptance of all the terms and conditions of tender.
- 4) The bidder should have **GSTIN**. Self-attested copy of GST Acknowledge Slip is to be submitted.
- 5) Self-attested copies of Work Orders/ Contract Agreement/ Completion Certificate/ Bills in support of proof of experience for the R & M works/ services/ AMC executed by the bidders during last 7 years ending on 31.01.2018. The Work Orders/ Contract Agreement/ Completion Certificate/ Bills of similar services (**Similar services means providing AMC Services or Repair & Maintenance work of ACs**) shall only be acceptable. The value of work experience should be as follows:
  - a) Three similar jobs/ services/works costing not less than **Rs. 1.81 lakhs** each.  
or
  - b) Two similar jobs/ services/ works costing not less than **Rs. 2.27 lakhs** each.  
or
  - c) One similar jobs/ services/ works costing not less than **Rs. 3.63 lakh**.
- 6) Bidder must submit the Un-Price bid in the enclosed format (Annexure-I).
- 7) The bidder should have their service center in Delhi/ NCR and the same should be indicative in Bidder's details as per Annexure IV.
- 8) The Bidder must submit a declaration (enclosed at Annexure -II), that no case is pending with the police/ court against the proprietor/ firm/ partner or the company (Agency). As well as the bidder has not been suspended / blacklisted by any organization.
- 9) No deviation certificate as per Annexure -III (enclosed) must be signed and stamped.
- 10) Bidder must submit the bidder's details in the enclosed format (Annexure-IV).
- 11) Bidder must submit the Declaration of GST Benefits as per enclosed format (Annexure-V).
- 12) Bidder must submit the Declaration of Visit and Verification of ACs for which the Comprehensive AMC services will have to be provided as per enclosed format (Annexure-VII)

#### **C. SPECIAL TERMS & CONDITIONS RELATED TO THE SUBJECT WORK:**

- 1) All the ACs are installed at different locations in the same premises of BHEL Township, Sector-17, Noida.
- 2) The bidders are advised to visit the premises and get the ACs checked thoroughly before quoting the rates for comprehensive AMC. These ACs have to be covered under Comprehensive AMC on '**As is where is basis**'.
- 3) These ACs are of different make/capacity/type and are of different age.

(Signature & seal of the bidder)

*Amender*

- 4) The sufficient manpower such as Service Engineer/ technicians/ supervisors must be deployed by the contractor to complete the comprehensive AMC within stipulated time as and when required. They will carry out instructions of Engineer-in-charge during the progress of work.
- 5) Any machine damaged by the negligence of the contractor's representative shall be repaired up to its original condition at no extra cost to BHEL.
- 6) The following are to be covered during the period of Comprehensive AMC:  
The spare parts for maintenance as and when required, like Compressor, Evaporator coil, Condenser Coil, electronic card(s), PCB, remote sensor, internal electrical wiring, Thermocol, Cabinet, capillary, strainer, selector switch, thermostat, starting and running capacitor, starting relay, wiring, power cable, blower fan, condenser fan, flapper motor, contactor, relay, capacitors etc. shall have to be provided and replaced by the contractor. In case The compressor of the  
However, the compressors of the split /window ACs within five years of date of purchase are covered in 5 years' warranty by the manufacturer, so the same may be obtained from the manufacturer. The fitment of compressor and the gas charging would be in the scope of bidder.
- 7) The spares not included above and required for smooth running/ functioning of the AC shall also have to be provided by the contractor at no extra cost to BHEL.
- 8) All the spare parts supplied by vendor should be genuine, brand new and of Original Equipment Manufacturer make.
- 9) The refrigerant Gas charging shall be done by the contractor as and when required.
- 10) However, the remote control handset, grill/plastic cover/panel & plastic air filters and voltage stabilizer will not be covered in this contract.
- 11) Wet service of all machines shall have to be undertaken at least twice a year and whenever required. The wet service shall include checking of electrical connections, washing of cooling coils and condenser coils, oiling and greasing of motors, checking compressors and measuring grill temperature.
- 12) The dry service of all machines shall have to be undertaken once in a quarter and whenever required. The dry service shall include cleaning of the air filter, grill etc.

**D. GENERAL TERMS & CONDITIONS: -**

- 1) Tenders received late /in open condition/without EMD/ not meeting the tender condition / incomplete in any respect are likely to be rejected.
- 2) BHEL will not be responsible for the postal delay under any circumstances for non-receipt of Tenders by due date & time.
- 3) BHEL has the right to reject all or any of the tenders and accept any tender(s) irrespective of its / their being the lowest / highest.
- 4) If any information/ documents submitted by the tenderer are found false/fake at any stage, the tender will be cancelled and Earnest Money deposited (EMD) shall be forfeited.
- 5) The offer 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 the banned firms is available on BHEL web site [www.bhel.in](http://www.bhel.in)
- 6) The Tenderers are required to quote for the complete scope of work. Tenders for part of the work or incomplete in any respect are liable to be rejected.
- 7) Rates quoted by the bidder will be firm for the contract period or extended period of contract. No price variation and escalation due to increase in labour / material cost will be allowed.
- 8) The rates quoted by the bidder are deemed to be inclusive of all, cost of site clearance and any other incidental works required to complete the work and inclusive of all including GST.
- 9) The rate should be indicated both in words and figures. All entries in the Tenders must be written in ink or typewritten. Over-writing should be avoided. Corrections, if any, should be attested with signature by the bidder.
- 10) **VALIDITY OF RATES:** Validity of rates will be **90 days** from the date of opening of the techno-commercial bid.

- 11) **EVALUTION CRITERIA:** The criteria of evaluation of techno-commercial bids shall be on the basis of documents submitted by the tenderers. BHEL may finalize successful tenderer by opening of sealed price bid. Date of opening of sealed Price Bid 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. The evaluation of bid will be on total cost to 'BHEL' i.e. overall L-1 rate inclusive all including GST (on Sl.No.- 6 of Price Format).
- 12) **CORRECTION OF ARITHMETIC ERRORS:** Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:
- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the BHEL 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 shall be corrected.
  - 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.
  - 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 to (a) and (b) above.
  - If any bidder does not accept the correction of errors, their bids are liable to be disqualified.
- 13) You should ensure the equipment to be provided under the contract against perils like fire, earthquake, theft, high voltage etc. i.e. your own cost.
- 14) **COMPLAINT RESOLUTION PERIOD:** The remedial or breakdown maintenance shall have to be undertaken as and when complaint is lodged. The complaint should be attended and resolved within 24 hours of their lodgement. If any AC needs to be taken to your workshop, an operational window AC shall be provided by the contractor at no extra cost to BHEL, to get uninterrupted services.
- 15) **L. D./ Penalty Clause:** The complaint should be attended and resolved as per complaint resolution period from the date of their lodgement. If any complaint remains unresolved, a penalty of ₹ 100/- per day per down AC shall be imposed and recovered from the quarterly bill.
- 16) **L.D. for bad quality of work/ services :-** In case the Items/ services offered are not found satisfactory, an L.D. of up to 10% of quarterly amount will be deducted from total amount of that particular quarterly bill. For finalization of L. D. Engineer-In-Charges decision shall be final and binding on contractor.
- 17) **CONTRACT PERIOD:** The tenure of contract for providing comprehensive AMC Services shall be valid for a period of Two year (24 months) which can further be extended for three months on the same rates, terms & conditions on the mutual agreement between the company and the contractor on satisfactory performance of the contract and will be decided later.
- 18) **QUANTITY VARIATION:** The numbers of ACs to be covered under this contract may vary  $\pm 10\%$  during the contract period as per the direction of Engineer-in-charge.
- 19) **SUBLETING:** The Contractor shall not sublet, transfer or assign the full work or any part thereof to any other person/company/organization.
- 20) **TAXES AND DUTIES:**
- To enable BHEL to avail GST Input tax credit, contractor shall submit GST compliant Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Such invoice shall be submitted within prescribed time limit in the name of BHEL.
  - GSTIN of BHEL is 09AAACB4146PBZ3.
  - Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.
  - Payment to the contractor 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 and GST as applicable, as amended from time to time and a certificate to this effect shall be provided to the contractor by BHEL.
  - Contractor shall issue GST compliant invoice in the name of BHEL.

*Amended*

21) **PAYMENT TERMS:**

- a) The payment will be made on quarterly basis for Comprehensive AMC and the quarterly bill shall be paid within 15 days of the submission of GST compliant bill. However, discontinuation of services due to delayed payment shall not be permissible. No late charges & advance payment shall be paid by BHEL. The date of starting of quarter will be start date of placement of work order.
  - b) No advance payment or the payment for mobilization of work will be made to the contractor.
  - c) All payment will be subject to deduction of taxes at source as per rules.
  - d) Any tax incurred on purchase of materials by the contractor in respect of this contract shall be treated as included in the charges and BHEL will not entertain any additional claim whatsoever in this respect.
  - e) Payment shall be made to contractor within 15 days from the date of submission of GST complaint Tax invoice as mentioned above and other relevant documents.
  - f) The bills along with supporting documents shall be accepted and the payment, shall be made within 15 days from the date of submission of the bills, complete in all respects after due verification subject to other terms & conditions mentioned in Clause above in Taxes & Duties. **The successful bidder shall submit the bank details along with the cancelled cheque for NEFT/RTGS.**
- 22) Accommodation in any manner will not be provided to the workers of the contractor deployed in the execution of work.
- 23) No party shall be permitted to tender for work in BHEL in which any of their near relatives is an employee connected with the award and execution of the contract. They shall also intimate the names of persons who are working with them in any capacity or subsequently employed by them and who are near relatives of any employee of the BHEL. Any violation of this condition which comes to the Notice of the BHEL after the contract is awarded will entitle the BHEL to treat the contractors as having committed a breach of contract and to exercise all the rights and remedies available to the BHEL on account thereof.

24) **EARNEST MONEY DEPOSIT (EMD):**

- a) The Earnest Money Deposit (EMD) of **Rs 9,100/- (Rupees Nine Thousands One Hundred only)** only in the following forms in favour of BHEL, payable at New Delhi, must be submitted in a separate envelope: -
  - i) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
  - ii) 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) Earnest Money is to be paid by each tenderer to ensure the tenderer does not refuse to execute the Job/ services after it is awarded to him.
- c) Tender not accompanied with EMD will not be accepted except for MSE Suppliers who have submitted valid NSIC certificate along with tender's Techno-commercial Part I- Bid.
- d) EMD of the tenderer will be forfeited if:
  - 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.
  - c) EMD by the tenderer shall be withheld in case any action on the tenderer 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.
- e) EMD given by all unsuccessful tenderer shall be refunded normally within 15 days of acceptance of award of work by the successful tenderer.
- f) EMD shall not carry any interest.
- g) EMD of successful tenderer will be retained as part of Security Deposit.

25) **SECURITY DEPOSIT:**

- a) The total amount of Security Deposit will be **5 %** of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit. The security deposit should be collected before start of work by the contractor.
- b) Security deposit may be furnished in any one of the following forms:

(Signature & seal of the bidder)

*Amender*

- i) Cash ( as permissible under the Income Tax Act)
  - ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
  - iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
  - iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
  - v) Securities available from Indian Post offices such as National Saving Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)  
(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)
  - vi) At least 50% of the Security Deposit, including the EMD, should be collected 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.
- c) Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.
  - d) The Security Deposit shall not carry any interest.
  - e) Failure to pay the security deposit shall be treated as failure to discharge the duties under the contract and shall result in cancellation of the contract and the contractor shall be liable to compensate BHEL for any losses incurred by BHEL. BHEL reserves the right to appropriate any part / whole of the amount of the security deposit without prejudice to other claims against the contractor for losses suffered by BHEL due to failures on the part of the contractor, due to termination of contract or contractor becoming disqualified because of liquidation / insolvency. The decision of BHEL in respect of such losses, damages, charges, expenses or costs, shall be final and binding to the contractor.
- 26) **INSPECTION OF MATERIALS:** All the spare parts used/replaced by the contractor at site shall be inspected and verified by Engineer-in-charge.
- 27) **WORKMANSHIP:** Good workmanship is an essential requirement to be complied with. The entire work shall conform to sound engineering practice. In case of bad workmanship re-work will be done by the contractor on no extra claim.
- 28) Contractor to accept full and exclusive liability for the wages, Allowances, PF, ESI, for the workforce deployed by the contractor and other obligation referred under the law at present and any future taxes imposed by the Government / Local Bodies.
- 29) Contractor to get all his employees insured against all type of risks at his own cost and ensure that all precautions are taken for safety of his employees and equipment.
- 30) BHEL looks forward to get excellent services from the bidder. The contractor will be responsible for the quality of the work.
- 31) The bidder along with its 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.
- 32) BHEL may terminate the contract by giving not less than thirty day's written notice of termination to the successful tenderer. If the successful tenderer does not remedy a failure in performance of their obligation under the contract, within thirty days after being notified.
- 33) **MICRO AND SMALL ENTERPRISES (MSE): -**
- a) 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.

- b) MSE Supplier can avail the intended benefits only if they submit along with offer, attested copies of either Udyog Aadhar or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or the valid NSIC certificate or EM-II certificate along with attested copy of a CA Certificate (format enclosed as Annexure- VI) 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 date of bid opening. 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 are not submitted before price bid opening.
- 34) **TERMINATION OF CONTRACT ON DEATH:** Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's survivors.
- 35) **RECOVERY FROM CONTRACTOR:** Whenever under the contract, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or the contractor shall pay the claim on demand without any terms & conditions.
- 36) **POST TECHNICAL AUDIT OF WORK AND BILLS:** BHEL reserves the right to carry out a post payment audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc. and to enforce recovery of any sums becoming due as a result thereof in the manner provided into the proceeding sub-paragraph provided however, that no such recovery shall be enforced after three years of passing the final bill.
- 37) **ARBITRATION / CONCILIATION:** In the event of any dispute arising between the parties hereafter referred as BHEL and Contractor in respect of or connected with this contract, General & Special terms & conditions of tender, then the same shall be referred to Arbitration and Arbitrator will be nominated by the Head of Administration of BHEL Corp. Office, New Delhi, whose decision shall be final and binding on both the parties. However, any differences or doubt pertaining to meaning/ interpretation of any phrase word used in terms or in the schedule of services, their nature and manner of rendering of such services shall be the excepted matter and be referred to the Head of Administration of BHEL Corp. Office, New Delhi, whose decision shall be the final and binding. The provisions of Arbitration and Conciliation Act, 1996 or any statutory modification and re-enactment thereof will apply to such arbitration provided however, in all matters the venue of proceedings will be Delhi and only Delhi or appropriate Courts will have jurisdiction over the same.
- 38) **RISK CLAUSE:** BHEL reserves the right to terminate the contract due to any failure on the part of the Contractor in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of the BHEL about the failure on the part of the Contractor shall be final and binding on the Contractor. In the event of any failure on the part of the Contractor, BHEL shall have the right without any prejudice to get the work done through any other alternate agency at the risk and cost of Contractor. The additional cost including loss, if any incurred by BHEL will be recovered from the Contractor.

For & on behalf of "BHEL"

*Omender*

(Omender Singh)  
Sr. Engineer (HR-TAX)

**ओमेन्दर सिंह**  
वरि. अभियंता (मा. सं.-टीएएक्स)  
**Omender Singh**  
Sr. Engineer (HR-TAX)  
भारत हेवी इलेक्ट्रिकल्स लि., सम्पदा कार्यालय, सेक्टर-17, नोएडा  
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida

## UN-PRICE BID

### ANNEXURE-I

**Name of Services** : Two years Comprehensive AMC of Window / Split / Cassette type Air Conditioners installed at official buildings in BHEL Township, Sector-17, Noida.

**NIT No.** : 48:AA:NOI:ADMN.:AC-AMC:112:2017-18 Dated: 09.02.2018

Sl. No.	DESCRIPTION	QTY (a)	RATE (per year per AC) (b)	AMOUNT per year (c) = (a) X (b)	
1	One year Comprehensive AMC of Window/ Split/ Cassette Air Conditioners 1.0/1.5/2.0/2.2/4.0 TR on 'as is where is basis'.	Window AC capacity 1.5 TR	12	XXXXX	XXXXX
		Split AC capacity 1.0/1.5/2.0/2.2 TR	16	XXXXX	XXXXX
		Cassette AC capacity 4.0 TR	06	XXXXX	XXXXX
2	Sub Total (₹)			XXXXX	
3	GST on Sl. No. 2	SGST (@ %)	(₹)	XXXXX	
		CGST (@ %)	(₹)	XXXXX	
		IGST (@ %)	(₹)	XXXXX	
4	Total contract value for one year including GST (₹)			XXXXX	
5	Total contract value for two years (₹) (2 X amount at Sl. No. 4)			XXXXX	
6	<b>Total Offer value Inclusive all (₹)</b>			XXXXX	

**Total Offer value in words: Rupees** XXXXX XXXXX XXXXX XXXXX XXXXX XXXXX

**Amount to be paid on quarterly basis (Amount at Sl. no. 6 divided by 8) : ₹** XXXXX XXXXX XXXXX

**Note: -**

1. The payment will be made on quarterly basis for Comprehensive AMC.
2. The validity of the price quoted will be 90 days.
3. The ACs have to be covered under Comprehensive AMC on 'As is where is basis'.

(Engineer-in-charge)

Omender

(Signature & seal of the bidder)


**ओमेन्दर सिंह**  
 वरि. अभियंता (मा. सं.-टीएएक्स)  
**Omender Singh**  
 Sr. Engineer (HR-TAX)  
 भारत हेवी इलेक्ट्रिकल्स लि., सम्पदा कार्यालय, सेक्टर-17, नोएडा  
 Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida

(Signature & seal of the bidder)

DECLARATION

I / We, do hereby declare that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner. Also I/We have not been suspended / delisted / blacklisted by any other Govt. Ministry / Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication

(Signature & seal of the bidder)

Place:

Date:

*Omender*  
ओमेन्दर सिंह  
वरि. अभियंता (सा. सं.-टीएएक्स)  
**Omender Singh**  
Sr. Engineer (HR-TAX)  
भारत हेवी इलेक्ट्रिकल्स लि., सत्यवा कार्यालय, सेक्टर-17, नोएडा  
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida

ESTATE OFFICE: BHEL TOWNSHIP: NOIDA

NIT no. 48:AA:NOI:ADMN.:AC-AMC:112:2017-18

Dated: 09.02.2018

No Deviation Certificate

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of the above tender and there is no deviation in the terms & conditions of tender. We confirm that the offer submitted by is confirming to all the terms and conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender.

(Signature of Party with seal)

Place:

Date:

*Omender*  
ओमेन्दर सिंह  
यति. अभियंता (सा. सं.-टीएक्स)  
Omender Singh  
Sr. Engineer (HR-TAX)  
भारत हेवी इलेक्ट्रिकल्स लि., सम्यदा कार्यालय, सेक्टर-17, नोएडा  
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida

**BIDDER'S DETAILS**

Name of the Supplier /Party/ Firm	
Name of Authorized Representative	
Postal Address	
Phone/ Landline Nos.	
Mobile Nos.	
Fax No.	
E-Mail Address	
Web Site Address ( If Any)	
Details of Local Service Centre:-	
Bank details for payment through NEFT/RTGS	Name of Bank: Branch: Account No.: IFSC No.: MICR No.:

**Note:** Submit a cancelled cheque for verification of above bank details.

(Signature & seal of the contractor)

*Omender*


**ओमेन्द्र सिंह**  
 वरि. अभियंता (सा. सं.-टीएएक्स)  
**Omender Singh**  
 Sr. Engineer (HR-TAX)  
 भारत हेवी इलेक्ट्रिकल्स लि., सत्यदा कार्यालय, सेक्टर-17, नोएडा  
 Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida

(Signature & seal of the bidder)

**Declaration of GST Benefits**

To whom so ever it may concern, I hereby on behalf of my organization declare that I have quotes the rates considering the benefits of Goods and Service Tax (GST) including Input Tax Credit (ITC) in the Price Bid.

(Signature & seal of the contractor)

Place:

Date:

*Omender*  
ओमेन्दर सिंह  
वरि. अभियंता (मा. सं.-टीएक्स)  
**Omender Singh**  
Sr. Engineer (HR-TAX)  
भारत हेवी इलेक्ट्रिकल्स लि., सयदा कार्यालय, सेक्टर-17, नोएडा  
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida

**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-II) ..... dtd:.....  
Category: ..... (Micro/Small)). (Copy enclosed).

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

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost  
excluding land and building and the items specified by the Ministry of Small Scale Industries vide its  
notification No.S.O.1722(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:  
Rs.....Lacs

**(Strike off whichever is not applicable)**

The above investment of Rs.....Lacs is within permissible limit of  
Rs.....Lacs 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 S.O. 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

*Omender*  
ओमेन्द्र सिंह  
वरि. अभियंता (पा. सं.-टीएफएस)  
**Omender Singh**  
Sr. Engineer (HR-TAX)  
भारत हेवी इलेक्ट्रिकल्स लि., संसदा कार्यालय, सेक्टर-17, नोएडा  
Bharat Heavy Electricals Ltd., Estate Office, Sector-17, Noida

**ANNEXURE- VII**

NIT no. 48:AA:NOI:ADMN.:AC-AMC:112:2017-18

Dated: 09.02.2018

**Declaration of Visit and Verification of ACs**

I hereby certified that I have visited your premises and inspected all the ACs installed and checked their conditions which are said to be covered under the Comprehensive AMC under this Tender enquiry. Further I have understood that these ACs will be taken under Comprehensive AMC on "as is where is basis" and quoted the rates considering all these factors.

**(Signature & seal of the contractor)**

Place:

Date:

*Omender*  
ओमेन्दर सिंह  
वरि. अभियंता (मा. सं.-टीएएक्स)  
**Omender Singh**  
Sr. Engineer (HR-TAX)  
भारत हेवी इलेक्ट्रिकल्स लि., सम्पदा कार्यालय, सेक्टर 17, नोएडा  
Bharat Heavy Electricals Ltd., Estate Office Sector-17, Noida

**(Signature & seal of the bidder)**

NIT no. 48:AA:NOI:ADMN.:AC-AMC:112:2017-18 Dated: 09.02.2018