



Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Sector-Centralized Administration Dept.

2nd Floor, Kribhco Bhawan, A8-10, Sector-1, NOIDA-201301 (U.P)

निविदा आमंत्रण सूचना

NOTICE INVITING TENDER

Tender No.: PS/SSBG/C.AC/1119

Date: 11.11.2019

Subject: - Tender for AMC cum Operational Contract for Centralized AC Plant (Blue Star Make, 15Tons-10 nos., 5Tons-2 nos.) installed at 2nd & 3rd floor, BHEL, Kribhco Bhawan, Sec-1, Noida for a period of 2 years

Dear Sir,

We are pleased to invite your most competitive offer in sealed cover under two part bid system for AMC of Centralized AC Plant installed at 2nd & 3rd floor, BHEL, Kribhco Bhawan, Sec-1, Noida for a period of 2 years. You are requested to ensure that your offers reach our office before 03:00PM on the date of tender opening. You are also requested to attend bid opening on 03.12.2019 at 3:30PM in our office at 2nd Floor Conference Room, BHEL: KRIBHCO Bhawan, Noida.

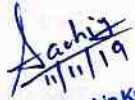
Table I

1	Tender No.	PS/SSBG/C.AC/1119 dated 11.11.2019
2	Description	AMC cum Operational Contract for Centralized AC Plant installed at 2 nd & 3 rd floor, BHEL, Kribhco Bhawan, Sec-1, Noida for a period of two years (Blue Star Make, 15Tons-10Nos., 5Tons-2nos.)
3	Tender Fee (In Rupees)	NIL
4	Release of Tender Document	11.11.2019
5	Earnest Money Deposit (EMD)	₹ 37,132/-
6	Due date & time of bid submission	03.12.2019 / 15:00 hrs
7	Bid Opening date & time	03.12.2019 / 15:30 hrs
8	Bid Validity	90 days from date of opening of bid

Please submit your competitive offer for the above subject work as per the tender terms & conditions. BHEL will not be responsible for any delay in receipt of tender(s), sent by post / courier. Late tender/tender after due date and time as mentioned above will not be accepted. All corrigenda, addenda, amendments, time extension, clarification etc. to the tender will be hosted on website <http://www.bhel.com> and <http://eprocure.gov.in/cppp/> only. Bidder should regularly visit website till the due date of submission to keep themselves updated. In case of any clarification the bidder can contact undersigned on Tel. No.-0120-2441554, mobile No.-9910201252 or at e-mail: sachink@bhel.in.

Thanking you,

For & on behalf of BHEL


(Sachin Kumar Chouhan) (Admin.)
Sr. Engineer / Sr. Engineer
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Ltd.
भारत सरकार का उपक्रम / A Govt. of India Undertaking
द्वितीय वल, कृमको भवन / 2nd Floor, Kribhco Bhawan
सेक्टर-1, नोएडा-201301 / Sector-1, Noida-201301

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- B. Prequalifying Criteria
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- D. General Terms & Conditions
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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 of offer, except in the relevant price bid (part-II).** In case of any clarification, bidder may contact this office.
2. Rate shall be quoted for each item exclusive of all taxes in price bid format. Rates must be quoted in figures as well as in words. Taxes to be mentioned separately.
3. **Vendor 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.** BHEL decision will be full and final in the event of any doubts. Any queries regarding this tender may be clarified from Sr. Engr. (Admin), on Tel. no.-0120-2441554, mobile no.-9910201252 or at e-mail: sachink@bhel.in.
4. Vendor or your representative may attend the opening of bid, if so desire.

B. PREQUALIFYING CRITERIA

- B.1 Each bidder has to deposit EMD of ₹ 37,132/- (Rs. Thirty-Seven Thousand One Hundred and Thirty-Two only) as a part of subject tender and the same should be in any form of
- B.2 Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least ₹ 5,57,000 (Rupees Five Lakhs Fifty-Seven Thousand only).
- B.3 The bidder should have an instrument of the company's legal existence i.e. Certificate of Incorporation, Partnership Deed, Instrument of Partnership, Proprietor Firm Registration or any other equivalent instrument.
- B.4 The bidder should have PAN (Permanent Account number) & GSTIN.
- B.5 The experience of having successfully completed similar Job/ services (similar completed Job/ services shall mean contract for Comprehensive Annual Maintenance cum operation service of centralized AC Plant) during last 7 years ending on 30.09.2019 should be either of the following-
 - a) Three similar completed jobs/ services with annual contract value not less than ₹7,42,630 each.
Or
 - b) Two similar completed jobs/ services with annual contract value not less than ₹9,28,290 each.
Or
 - c) One similar completed jobs/ services with annual contract value not less than ₹14,85,260 each.
- B.6 **DOCUMENTS REQUIRED IN SUPPORT OF PRE-QUALIFYING REQUIREMENT (PQR) -**
 - a) EMD of ₹ 37,132/- (Rs. Thirty-Seven Thousand One Hundred and Thirty-Two only).

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- b) Copy of the PAN card & GSTIN certificate duly signed & stamped.
- c) Certified copy of audited Balance Sheet and Profits & Loss Account statements of last three financial years i.e. FY 2016-17, 2017-18 & 2018-19, duly signed & stamped. In case of unavailability of Balance Sheet & Profit & Loss statement, CA certificate for the same shall be furnished.
- d) Copy of acknowledgements of IT return of last three financial years i.e. AY 2017-18, 2018-19 & 2019-20, duly signed & stamped.
- e) Copies of Work Orders/ award letters along with certificates of successful completion in support of proof of experience for the jobs/ services executed by the bidders during last 7 years ending on 30.09.2019 as against Sl. No. B.5 of Pre-Qualifying Criteria.

C. SCOPE OF WORK:

SECTION I

1. All equipment under contract will be serviced four times during the contract period (twice a year) as per standard checklists (Annexure-B).
2. All breakdown calls will be attended during the contract period.
3. Risk Protection Contract (RPC): Cost of necessary spare parts and consumables to be borne by vendor (subject to standard exclusions at point 14 of this Section-I).
4. The compressor will be checked for its proper functioning and if any defect is found, the same will be repaired/replaced by vendor. **(RPC Only)**
5. Cooling coil will be inspected and cleaned, if necessary.
6. Refrigerant gas will be topped up in the system as and when necessary.
7. The motor and driver set of blower will be inspected and repair/replacement cost as required will be borne by vendor. Blower's belt tension adjusted and belts changed, if necessary.
8. Air filters will be inspected and cleaned or replaced, if necessary. Cost of filters will be borne by the vendor.
9. The cost of repair/replacement of gear box of cooling tower as well as belt to be borne by vendor
10. Activities applicable to Water Cooled Units:
 - a. Condenser water pumps with motors will be checked and repair/replace if required.
 - b. Pumps with Base frame should be painted on yearly basis
 - c. Cooling tower nozzles will be inspected and attended to for proper spray and replaced free of cost, if necessary.
 - d. The cleaning of the cooling tower sump will be carried out once in a year.
11. Safety controls such as pressure cut outs will be tested for proper functioning and in case of any mal-functioning they will be either repaired or replaced accordingly.
12. Any defect in the electrical items and control wiring will be attended to.
13. Activities applicable to Air Cooled Units:
 - a. The Condenser fan motor will be attended to.
 - b. The condenser coil will be inspected and cleaned.
 - c. Any repairs in the condenser coil will be attended to.
 - d. Repair to refrigerant piping due to system problems will be attended to.
14. **EXCLUSIONS**
 - a) Repairs due to corrosion, if the equipment is installed in corrosive environment.
 - b) Water piping, cooling tower uprights, louvers, cooling towers fills/fins replacement, sheet metal ducting, grills, diffusers, masonry work, carpentry work & welding work connected with the above.
 - c) Electrical cabling, Electricals switch board and electrical accessories connected with main incomer to the system.

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- d) Insulation, false ceiling work and painting thereof.
- e) Fine filters & HEPA filters.
- f) Replacement of the condenser coil & Evaporator coil (Cooling coil) or any other major equipment.

SECTION II

1. **Details of Machines:** The details of the machines are mentioned at Annexure–A. These machines are supplied and installed by M/s Blue Star. Bidders may inspect the machines thoroughly before submitting their offer. **All machines are in operational conditions (except one machine (serial number – 97501481) has faulty condenser and both the 5 TR ductable machines)**
2. Party must have sufficient numbers of machines, skilled workers, supervisor and staff to provide the regular timely services.
3. A skilled operator/supervisor to be deployed daily by the agency. He should wear proper uniform, exhibit good behavior and discipline. He will carry proper identity card to be issued by the agency and at no stage he will be considered as an employee of BHEL. A proper record of the working condition of the plant has to be maintained by the operator/supervisor.
4. The normal working hrs. in BHEL are 9.00 AM to 5.30 PM but the AC plant will be operated from 8.30 AM to 6.00 PM on all working days.
5. Sometime full/part of the AC Plant may be required to operate up to 8.00 PM on working days and 8.30 AM to 8.00 PM on Holidays as per the requirement. The contractor shall depute adequate manpower to operate the AC plant on working days. The contractor shall be intimated in advance if the plant is required to be operated on holidays (no additional payment shall be made).
6. The vendor shall depute one Service Engineer, who will visit BHEL, KRIBHCO premises once in a month for inspection and submit the performance report of Air Conditioning plant during peak summer time (March to October) and shall submit the report.
7. The contractor shall ensure strict adherence of all statutory requirements including the labor laws. The agency will be directly responsible for payment of at least minimum wages to his workers/staff as required under the relevant Acts/Laws.
8. The contractor would be liable for all compensations which may become payable to any of his employees/staff as a result of any accident and BHEL will not be held liable for the same.
9. The contractor shall obtain insurance policy to cover payment of compensation under the workmen compensation act arising out of any accident. (This Clause may not be applicable where agency is governed under ESI Act).
10. The temperature ranges of 25 ± 1 degree centigrade has to be maintained. Whenever temperature is found beyond the prescribed limit, the same shall be restored within 4 hours but not later than one day, if the reason is due to duct leakage/malfunctioning etc. in any of the system.
11. If any of the unit is down for want of repair of motors and compressors etc. the permitted total outage will be ten days in a quarter for the complete plant.
12. All minor faults/breakdown will be attended immediately and the same will be rectified within 48 hours. In case the plant is not made operative within 48 hours, BHEL has a right to get it repaired from an alternative agency at your risk, cost and expenses.
13. All major faults/breakdown like compressor replacement, cooling tower etc will be rectified within 96 hrs. In case the plant is not made operative within 96 hours, BHEL has a right to get it repaired from an alternative agency at your risk, cost and expenses.
14. Maintenance of logbook on day-to-day basis for keeping the record of temperature & humidity of the conditioned areas in every three hours at specified locations in the premises.
15. Apart from the operation of AC plant, routine regular maintenance/check to be carried out on daily basis/periodically as recommended/specified by the manufacturer including cleaning of air filter,

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- strainer, cooling tower etc. to keep the AC plant in perfect working condition and keep a record of problem in any of the equipment.
16. Check the condition of the pumps, cooling tower drive arrangement and adequate water level.
 17. Check any undue vibration or noise in the cooling tower and rectify the same immediately.
 18. Check the condenser inlet and outlet water temperature and maintain the same for maintaining the cooling at a comfort level.
 19. Contractor will obtain prior permission for any shut down required.
 20. All consumables, like grease, fuses etc., tools and instruments to maintain the plant will be provided by the agency at his own cost.
 21. A sufficient stock of fast moving spares and consumables will be maintained by the contractor for trouble-free operation of the plant.
 22. All the thirty compressors of Centralized AC plant will be operational as required by BHEL.
 23. The contractor will ensure proper housekeeping of the AC plant rooms.
 24. The preventive maintenance works shall be preferably executed during holidays/beyond normal working hours.
 25. Defective parts have to be replaced with new components of good quality and replaced components will be the property of BHEL.
 26. Any damage to the plant because of wrong operation and maintenance, has to be repaired/rectified free of cost by the contractor. Final decision of BHEL expert in this regard will be binding on the Contractor.
 27. The plant must be handed over in working and healthy condition on the completion of the contract. However, if any defect/shortcoming is noticed at that time, the same has to be rectified before handing over and before release of final payment.

D. GENERAL TERMS & CONDITIONS:

1. **Validity of Contract:** Annual Maintenance contract shall be valid for two-years from the date of placement of work order, which may be extended further on mutual consent basis.
2. **Bid Validity:** The offers submitted by the bidder 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.
3. **Taxes & Duties:**
 - i. To enable BHEL avail GST Input tax credit, vendor shall submit their GST compliant Tax Invoice containing all the particulars as stipulated under Invoice Rules of GST Law.
 - ii. BHEL reserves the right to protect its interest against any loss on account of availability of GST credit.
 - iii. Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.
 - iv. Payment to the vendor 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 vendor by BHEL.
 - v. GST Portion of invoice shall be released only upon: -
 - Vendor declaring such invoice in his GSTR-1 under correct BHEL GSTIN and
 - Receipt of goods and Tax invoice by BHEL.
 - Alternatively, Bank Guarantee of appropriate value equivalent to GST amount of contract value, may be provided by vendor which shall be valid till at least one month after expiry of contract.

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- vi. In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and /or tax invoice or expiry of timeline prescribed in GST law for availing ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/leviable on BHEL.
- vii. In case vendor delays declaring such invoice in his return under the BHEL GSTIN specified above and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied/leviable on BHEL.
- viii. GST variation: any "increase or decrease in GST rates on sales to BHEL will be borne by/ may be passed on to BHEL."

4. EARNEST MONEY DEPOSIT (EMD)

- a) Each bidder has to deposit EMD of ₹ 37,132/- (Rs. Thirty-Seven Thousand One Hundred and Thirty-Two only) as a part of subject tender and the same should be in any form of
 - 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)

Bank name	Indian Overseas Bank
Address	Kribhco Bhawan, Sec-1, Noida
IFSC	IOBA0001725
CA No.	172502000000190
Bank Account Name	BHEL

- iii. Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer).
- iv. EMD can also be accepted in the form of 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)
- b) Tender not accompanied with requisite EMD will not be accepted and shall not be considered for further evaluation.
- c) **Forfeiture of EMD**
EMD by the Bidder will be forfeited as per this NIT conditions, if:
 - i. After opening the tender and within the offer validity period, the Bidder revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
 - ii. The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.
 - iii. EMD by the Bidder shall be withheld in case any action on the Bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.
- d) EMD given by all unsuccessful Bidders shall be refunded normally within fifteen days of award of work.
- e) EMD shall not carry any interest.
- f) Each bid shall be accompanied with a separate envelope carrying EMD, failing which the bid will be liable to be rejected.
- g) EMD of successful Bidder will be retained as part of Security Deposit.

- 5. **Security Deposit:** Successful vendor shall have to submit **security deposit** equivalent to 5% of work order value within 30 days of this work order. BHEL will not pay any interest on security deposit,

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which will be refunded after satisfactory completion of contract period by enclosing work completion certificate and no demand certificate in specified format. Upon acceptance of tender, the contract must submit the security deposit in any of the following forms:

- i) Cash deposit as permissible under the extant Income Tax Act (before tender opening)
- ii) Local Cheques of Scheduled Banks (subject to realization)/Pay order/ Demand Draft / Electronic Fund Transfer in favor 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 contractor, a/s BHEL)
- v) Securities available from Indian Post Offices such as National Savings certificates, kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed / hypothecated/ pledged, as applicable, in favor of BHEL).

6.1 The security deposit shall not carry any interest.

6.2 The validity of security deposit shall be initially upto the validity of contract + three months, and the same shall be kept valid proper renewal till the acceptance of final bills of the contractor, by BHEL.

6.3 BHEL reserves the right of forfeiture of security deposit in addition to other claim and penalties in the event of termination of contract as per terms & conditions of contract. BHEL reserves the right to set off the security deposit against any claim of other contract of successful bidder with BHEL.

6.4 Security deposit shall be refunded to the contractor upon fulfilment of all the contractual/statutory obligations or after 03 months from the date of completion of the contract whichever is later, after deducting all expenses/other amounts due to BHEL under the contract.

6. **Provision for Micro and Small Enterprises (MSEs)**

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	Women 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.

- i. MSE suppliers/bidders can avail the intended benefits only if they submit along with the offer, attested copies of either Udyog Aadhaar or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (format enclosed as Annexure-F) where deemed validity of EM-II certificate of five years has expired applicable for the last audited financial year. Date to be reckoned for determining the deemed validity will be the last date of Bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not submitted along with offer.
- ii. **MSEs shall be exempted from payment of earnest money deposit at the time of tender/bid submission. However, there is no exemption of security deposit submission.**
- iii. Participating MSEs quoting price within price band of L1+15 % shall be considered for award of complete scope of work by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. In case of more than one such MSE, MSE with lowest price shall be given the first option to match the L1 price. However, MSEs owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs shall be given the preference for matching the L1 price irrespective of their standing in comparative statement of MSE bidders within price band of L1+15 %.

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- iv. However, credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation.
7. If the bidder deliberately gives wrong information in his bid, BHEL reserves the right to reject such bid at any stage or to cancel the contract if awarded and forfeit the EMD/Security Deposit/any other money due.
8. No revision of prices shall be entertained post finalization of contract.
9. **Tender Evaluation/Evaluation of bids:** Tender evaluation shall be carried out on the basis of documents required and commercial terms & conditions specified in the tender documents and change thereof, if any, shall be communicated to all the bidders before price bid opening.
 - a. The technical bids submitted by the bidders will be opened first and evaluated w.r.t. documents required and other conditions in NIT/Tender documents, based on documentary evidences submitted by the bidder(s).
 - b. The priced bids of techno-commercially acceptable bidders shall be opened and shall be considered for evaluation.
 - c. Evaluation of Part-II (price-bid) shall be done on lowest of "Total amount excluding Tax" in Table-A quoted by the bidder (refer part-II/price bid). Order shall be placed on overall L-1 (Lower one) rates quoted against total amount excluding taxes in Table-A. Please note that the Centralized AC Plant (5Tons – 2nos.) are currently under non-operation condition, BHEL is not bound to pay the AMC of Centralized AC Plant (5 tons-2nos.) at sl. No. 3 in Table B until it make operational by BHEL. If the AMC rate for 5Tons (2nos.) seems on higher side, then BHEL is not bound for AMC, however, operation service shall be done by successful bidder.
 - d. In the event of more than one bidder quotes the same price and there is a tie amongst the bidders, the respective bidders would be asked to submit their revised price. This process would continue till the distinct acceptable L-1 rate is arrived.
10. **Price Discrepancy:** Rates must be quoted in figures as well as in words. However, in case of any conflict / confusion between the two, following guidelines shall follow:
 - a. If, in the price structure quoted for the required goods / services / works, there is a discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
 - b. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - c. If there is a discrepancy between words & figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which the amount in figures shall prevail subject of (a) and (b) above.
 - d. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
 - e. BHELs decision regarding the same shall be final and binding.
11. **Indemnity:** Vendor shall have to indemnify BHEL against all claims for injury or damage caused by their negligence or the negligence of their employees or arising from any defect in the goods supplied or any purchase carried by you. Vendor shall have to indemnify BHEL against all claims for injury to their employees or their agent's employees whilst on BHEL premises.
12. **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

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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 cost of arbitration as intimated by the Arbitrator."

13. **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.
14. **Jurisdiction of court:** Courts at Noida shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.
15. **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.



16. **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 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.

E. SPECIAL TERMS & CONDITIONS:

1. **Submission of invoice:** All GST compliance invoices along with below specified documents shall be submitted in triplicate to Centralized Administration Dept. BHEL, 2nd Floor, KRIBHCO Bhawan, A-10, Sector-1, Noida (UP) – 201301. Bills should be accompanied by
 - a. Necessary certification of uptime as per point no. 3, 10, 11, 12 & 13 (under section D. General terms & conditions)
 - b. Monthly inspection report of service engineer
 - c. Log Book record of temperature as per point no. 14 (under section D. General terms & conditions)
 - d. Latest Performance report half yearly
2. **Payment Terms** – No advance shall be paid to the contractor. The payment shall be released within 30 days on quarterly basis after completion of each quarter against submission of Invoice and satisfactory completion of work in each quarter.
3. **Penalty:**
 - a. The temperature ranges of 25 ± 1 degree centigrade has to be maintained as per point no. 10 under general terms & conditions. Whenever temperature is found beyond the prescribed limit, the same shall be restored within 4 hours but not later than one day, if the reason is due to duct leakage/malfunctioning etc. in any of the system. In case the prescribed temperature is not restored within the specified time limit, deductions shall be made @ Rs. 500/- (Rs. Five Hundred Only) per day.
 - b. if any of the unit is down for want of repair of motors and compressors etc. the permitted total outage will be ten days in a quarter for the complete plant. If the outage increases more than 10 days in a quarter, deduction shall be made @ Rs. 2000/- (Rs. Two Thousand only) per day for each such day in excess of ten days in a quarter.
 - c. A skilled operator/supervisor to be deployed daily by the agency as per point no. 3. In case of any absence either alternate operate to be provided or vendor will be penalized @ Rs. 1000/- (Rs. One Thousand per day) in addition to above point a & b.

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4. If the services of the successful Bidder are found to be unsatisfactory then the contract may be terminated giving one month's written notice, if the Bidder does not rectify the non-performance notified, within the aforesaid notice period.
5. Deviations from tender terms & conditions and Scope of work if any, shall be clearly indicated at Annexure-D only. In case the deviations are indicated elsewhere in the bid, the same shall not be considered for evaluation. Offers with deviations from terms and conditions of this tender are liable to be rejected, as decided by BHEL.
6. BHEL reserves the right to terminate/short closure the annual maintenance contract at any time by giving 30 days' notice without assigning any reason. BHEL shall not be liable to pay any charges towards balance period.

F. PROCEDURE FOR SUBMISSION OF SEALED TENDERS

Bids shall be submitted latest by 15:00 Hrs. on or before the due date in two parts as given below, to Sr.Engineer (Admin) (or drop in Tender Box), BHEL-SSBG, Kribhco Bhawan, Noida-201301.

Tenders shall be accompanied with a covering letter giving index interlinking all the documents enclosed and all pages should be signed & stamped and should be as per the instructions given for quoting the bid. Incomplete tender in any respect, are liable to be rejected.

The offer is to be submitted in two part bid in sealed covers prominently super scribed the tender enquiry number, due date and time as mentioned in the tender enquiry.

Envelop I: This envelop should be clearly marked as **Techno-commercial / Part-I bid** and should contain following documents, signed and stamped:

- a. Documents in support of PQR as listed at Clause No. B.6
- b. Copy of PAN card and GST registration certificate
- c. Details of Centralized AC Plant Machines (**Annexure-A**)
- d. Format for Performance Report (**Annexure-B**)
- e. Declaration certificate (**Annexure - C**)
- f. Acceptance letter/ Deviation certificate (**Annexure - D**)
- g. Bidder's general Information (**Annexure - E**)
- h. MSE suppliers/bidders can avail the intended benefits, only if they submit required documents as mentioned in point no. 6.i (under General Terms & Conditions) along with the offer (**or Annexure-F as the case may be**)
- i. UN-Priced bid (**Annexure - G**).
- j. Complete tender document duly signed and stamped by the bidder.

Envelop II: This envelope should contain only price bid as per **Annexure - I** with prices. This envelope should be clearly marked as **Price bid / Part-II bid**.

Envelop III: Both above envelope I & II shall be enclosed further in a third main envelope-III duly sealed and super scribed as "Tender for AMC cum Operational Contract for Centralized AC Plant" clearly mentioning Tender Enquiry Number and due date addressed to Sr. Engineer (Admin), BHEL-SSBG, Kribhco Bhawan, Noida-201301

NOTE:



Tender No.: PS/SSBG/C.AC/1119

Date: 11.11.2019


Note :-

1. "Bidder must note that the bid should be submitted as per the details given at clause no. 6.0 (Procedure for Submission of Sealed Tenders) of tender enquiry dated 11.11.2019. **Price to be filled-in strictly as per the Price Bid Format (Annexure-I). Failing to so shall lead to rejection of Bid.**"
2. "Bidders are requested to quote in two parts. However, for quotation submitted in single bid against our requirement of two-part bid will be considered only if the bid is techno-commercially accepted without seeking any clarifications from the bidder. Otherwise, the bid is liable to be rejected."
3. "Clarifications, if any, of Technical / Commercial nature, can be obtained from the undersigned. Please submit your lowest quotation / offers for the above requirement subject to terms and conditions given above so as to reach the under mentioned on or before the due date mentioned above."

For & on behalf of BHEL



(Sachin Kumar Chouhan
Sachin Kumar Chouhan
Engineer (Admin.)



सचिन कुमार चौहान
व.रि. अभियंता (प्रशासन) / Sachin Kumar Chouhan
(भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Ltd.)
भारत सरकार का उपकरण / A Govt. of India Undertaking
द्वितीय तल, कृमिको भवन / 2nd Floor, Krabhco Bhawan
सेक्टर-1, नोएडा-201301 / Sector-1, Noida-201301

Details of AC Plant Machines

Sl. No.	Model	Description	Compo. Serial No.	Capacity
1	DPW1803	Floor standing Packaged WC15TR Recip	97501481	15.000 TR
2	DPW1803	Floor standing Packaged WC15TR Recip	97501360	15.000 TR
3	DPW1803	Floor standing Packaged WC15TR Recip	97501354	15.000 TR
4	DPW1803	Floor standing Packaged WC15TR Recip	97501463	15.000 TR
5	DPW1803	Floor standing Packaged WC15TR Recip	97501487	15.000 TR
6	DPW1803	Floor standing Packaged WC15TR Recip	97501355	15.000 TR
7	DPW1803	Floor standing Packaged WC15TR Recip	97501482	15.000 TR
8	DPW1803	Floor standing Packaged WC15TR Recip	97501484	15.000 TR
9	DPW1803	Floor standing Packaged WC15TR Recip	97501488	15.000 TR
10	DPW1803	Floor standing Packaged WC15TR Recip	97501352	15.000 TR
11	DSA601	Ducted Split AC 5TR Recip	MGPDSA60100005	5.000 TR
12	DSA601	Ducted Split AC 5TR Recip	MGPDSA60100004	5.000 TR
13		Operation of above AC Package		

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Format for Performance Report

S.No.	Description of work	Machine No.:__	Machine No.:__	Remarks
A	IDU			
1	Before start of service, apply Lock Out Tag Out (LOTO) in MCB to ensure disconnection of power supply.			
2	Check visible signs of oil / leakage			
3	Clean air filters			
4	Clean evaporator coils			
5	Ensure Coil Drain Is Not Clogged			
6	Check operation of room sensor			
7	Check drain line for leakage			
8	Check for abnormal noise in blower / motor			
9	Check air leakage through panel / canvass			
10	Check fresh air leakage in return air path			
11	Check if the V-Belt is properly aligned			
12	Check all nut bolts / screws are in proper place			
13	Check and ensure all electrical wires connected in connector with Lugs & properly fastened in IDU & ODU			
14	Check tightness of all electrical connections			
15	Ensure LOTO is removed & power is switched ON			
16	Canvass temperature			
17	Return air temperature			
18	Room temperature			
B	ODU			
1	Check visible signs of oil / leakage			
2	Check the structure for sturdiness			
3	Check the water inlet and outlet pressure gauge			
4	Check the water inlet and outlet thermometer			
5	Check for undue vibration in the compressor			
6	Ambient temperature			
7	Suction pressure (psig)			
8	Discharge pressure (psig)			
9	System input voltage on load (volts)			
10	Compressor 1 (amps)			
	Compressor 2 (amps)			
	Compressor 3 (amps)			

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DECLARATION

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

Authorized signatory

(With sign. & stamp)



Tender No.: PS/SSBG/C.AC/1119

Date: 11.11.2019

Annexure-D

ACCEPTANCE LETTER / 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 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.



Authorized signatory

(With sign. & stamp)

BIDDER'S GENERAL INFORMATION

Sl. No.	Description	Details
1	Name of Bidder	
2	Full address of the Bidder	
3	PAN No.	
4	GSTIN	
5	BANK DETAILS	
6	Contact Person's Name	
7	Contact Details	Land Line No.:
		Mobile No.:
		Fax No.:
8	Email ID of the bidder	

Authorized signatory

(With sign. & stamp)



Certificate by Chartered Accountant on letter head
(only for those who are submitting EM-II Certificate)

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 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 RsLacs is within permissible limit of Rs.....Lacs formicro / 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 whichever is not applicable) and the date of graduation of such enterprises from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprises 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



UN-Price Bid**Table A: AMC for Central Air Conditioning Plant (15 tons-10 Nos.)**

SL. NO.	Description of work	Price Per Month (Rs.)	Price for 24 for months (Rs.) without GST	GST Rate %
1.	AMC for Central Air Conditioning Plant (15 tons-10 Nos.)	Q/NQ	Q/NQ	Q/NQ
2.	Operation Charges of above AC Plant	Q/NQ	Q/NQ	Q/NQ
Total amount excluding GST			Q/NQ	
CGST @ _____%			Q/NQ	
SGST @ _____%			Q/NQ	
IGST @ _____%			Q/NQ	
Any Other Charges			Q/NQ	
Grand Total			Q/NQ	

In Amount: _____**In Words:** _____**Table B: AMC for Central Air Conditioning Plant (5 tons-2 Nos.)**

SL. NO.	Description of work	Price Per Month (Rs.)	Price for 24 for months (Rs.) without GST	GST Rate %
3.	AMC for Central Air Conditioning Plant (5 tons-2 Nos.)	Q/NQ	Q/NQ	Q/NQ

SIGN & SEAL OF BIDDER

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Anchor

Tender No.: PS/SSBG/C.AC/1119

Date: 11.11.2019

Annexure-I

PART – 'II' : PRICE BID

Table A: AMC for Central Air Conditioning Plant (15 tons-10 Nos.)

SL. NO.	Description of work	Price Per Month (Rs.)	Price for 24 for months (Rs.) without GST	GST Rate %
1.	AMC for Central Air Conditioning Plant (15 tons-10 Nos.)			
2.	Operation Charges of above AC Plant			
		Total amount excluding GST		
		CGST @ _____%		
		SGST @ _____%		
		IGST @ _____%		
		Any Other Charges		
		Grand Total		

In Amount: _____

In Words: _____

Table B: AMC for Central Air Conditioning Plant (5 tons-2 Nos.)

SL. NO.	Description of work	Price Per Month (Rs.)	Price for 24 for months (Rs.) without GST	GST Rate %
3.	AMC for Central Air Conditioning Plant (5 tons-2 Nos.)			

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SIGN & SEAL OF BIDDER