

**Bharat Heavy Electricals Limited**  
**भारत हैवी इलेक्ट्रिकल्स लिमिटेड**



Corporate Administration  
कॉर्पोरेट प्रशासन

BHEL HOUSE, ASIAN GAMES VILLAGE COMPLEX  
SIRI FORT, NEW DELHI - 110 049

**Single Tender for**

**Comprehensive Annual Maintenance Contract for VRV 32 HP and VRV 26 HP Air-conditioning System installed at Ground Floor and Second Floor Conference Halls at BHEL House, Siri Fort, New Delhi - 110 049**

Ref No. AA:GAX:22:AC:101

Date:29.07.2022

LAST DATE FOR SUBMISSION: 02.08.2022 BY 11:00 AM  
BID OPENING DATE: 02.08.2022 AT 11:30 AM

*Handwritten signature in blue ink.*

<b>Contents</b>	<b>Page No.</b>
1.0 Scope of work .....	3-4
2.0 General Terms and conditions .....	4-5
3.0 Special Terms and Conditions.....	6-7
4.0 Contract Law, Notice & Arbitration .....	7-9
5.0 Procedure for Submission of Sealed tenders .....	10

**List of Annexures**

• ANNEXURE-A.....	11
• ANNEXURE-B.....	12
• ANNEXURE-C .....	13
• ANNEXURE-D .....	14
• ANNEXURE-E .....	15



**TENDER ENQUIRY**

Tender No.: Ref: AA:GAX:22:AC:101  
Date: 29.07.2022

Submission of tender on 02.08.2022 by 11:00 AM  
Due date for opening on 02.08.2022 at 11:30 AM

**M/s Daikin Air Conditioning India Pvt. Ltd.  
F-25/2, Okhla Industrial Area, Phase - II  
New Delhi-110020**

**Kind Attn: Mr. Gautam Kumar Mishra (Mob: 7303918229)**

**SUBJECT: Comprehensive Annual Maintenance Contract for VRV 32 HP and VRV 26 HP Air-conditioning System installed at Ground Floor and Second Floor Conference Halls at BHEL House, Siri Fort, New Delhi - 110049**

Your most competitive offer is invited, in sealed covers for Comprehensive Annual Maintenance of VRV (32 HP) Air-conditioning system of Daikin-make installed at Ground Floor Conference Hall and VRV (26 HP) Air-conditioning system of Daikin-make installed at Second Floor Conference Hall, BHEL House, Siri Fort, New Delhi -110049. The Scope, terms & conditions of the tender are mentioned below.

**1.0 SCOPE OF WORK**

1.1 Work covered under comprehensive maintenance for both Air-conditioning System (VRV 32 HP & VRV 26 HP ) by Vendor:

A) Quarterly routine maintenance service includes the following:

- a) Checking of all electrical connection, magnetic switch, transformer etc.
- b) Washing of evaporator coil and condenser coil.
- c) Oiling of fan motor if required.
- d) Checking the compressor along with its pipe line connection and measuring the grill temperature.

B) Immediate attendance of break down, if any.

C) Refrigerant Gas charging, if necessary.

1.2 The following Spare Parts should be replaced free of cost of any breakdown during the AMC period:

- |                    |                |                                 |
|--------------------|----------------|---------------------------------|
| 1. Compressor      | 2. Fan motor   | 3. PCB                          |
| 4. Magnetic Switch | 5. Transformer | 6. Other Electrical parts of AC |



1.3 Following spare parts, shall not be covered under Annual Maintenance Contract schemes:

1. Air Filter
2. Sheet Metal parts
3. Evaporator Coils
4. Condenser coils
5. Front grill Assy. /Plastic cover/panel
6. Circuit breaker (MCB sequencer)
7. Remote Handset (if mishandling/broken)

***All other items are deemed to be included under comprehensive AMC contract.***

## **2.0 GENERAL TERMS & CONDITIONS**

- 2.1 **Validity of Contract:** The maintenance contract shall be awarded for a period of one years from the date of award of contract.
- 2.2 The VRV 32 HP & 26 HP Air-Conditioning system are of Daikin make. This Air-Conditioning systems are in good condition and presently in operation & covered under AMC with M/s Daikin Air Conditioning India Pvt Ltd. Vendor may visit the site before bidding for the tender.
- 2.3 The bidder should comply with all statutory requirements applicable for this contract. The bidder shall pay minimum wages applicable in Delhi or more to their workforce deployed for execution of work. The bidder shall also ensure compliance of PF & ESI Act for their workforce deployed for execution of work.
- 2.4 All tools & tackles required for maintenance work shall have to be provided by the vendor at no extra cost.
- 2.5 Any machine damaged due to mishandling by the person deputed by the vendor shall have to be restored back to its original condition by the vendor at their own cost.
- 2.6 The vendor shall indemnify BHEL against any compensation that may arise out of any injury or death to any person deputed by the vendor.
- 2.7 Bids with overwriting are liable to be rejected.
- 2.8 If the services of the vendor are found to be unsatisfactory then the contract may be terminated giving one month's written notice, if the vendor does not rectify the non-performance notified, within the aforesaid notice period.
- 2.9 The vendor should accept all terms & conditions of the tender unconditionally. Offers with deviations from terms and conditions of this tender are liable to be rejected.
- 2.10 **Validity of rates:** The accepted rate shall remain firm for the entire duration of contract.

2.11 Tenders shall be received and opened on the due date and time as mentioned above and opening will be in the presence of vendor or their authorized representatives who may like to be present. Tenders received after due date & time are liable to be rejected.

2.12 **CORRECTION OF ARITHMETIC ERRORS:** BHEL shall correct arithmetical errors on the following basis.

- a) If there is a discrepancy between the unit price and the total price, 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
- 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
- c) If the bidder does not accept the correction of errors, their bid will be disqualified.

### **3.0 SPECIAL TERMS & CONDITIONS**

3.1 The service engineer of the Vendor shall make unlimited visits on call basis in case of emergency breakdown.

3.2 The visits shall include minor adjustments and repairs, if required, provided all the necessary genuine spares are made available to Service Engineers by BHEL along with unskilled labor.

3.3 **RESPONSE TIME:** If Breakdown call or any type of complaint is given before 3.00 PM on any working day, it shall be attended on the same day. If call is given after 3.00 PM, it will be attended by 12.00 Noon on the next working day.

3.4 Price to be filled-in strictly as per the Price Bid Format (refer Annexure A). Price quoted should be firm, final and not subject to any price escalation.

#### **3.5 TAXES AND DUTIES:**

- a) To enable BHEL to avail GST input tax credit, contractor shall submit GST compliant invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the contractor only after submission of GST complaint invoice. The successful service provider shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services.
- b) BHEL reserves the right to protect its interest against any loss on account of availability of GST credit, wherever such GST ITC is available as per GST Law provisions.
- c) GSTIN of BHEL will be provided to the contractor along with the work order.
- d) Any new/change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.

- e) Payment to the contractor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the contractor by BHEL.
- f) Applicable GST shall also be recoverable from the contractor in case of LD recovery/penalty on account of breach of terms of contract.

### 3.6 PAYMENT TERMS

- a) The AMC charges shall be made quarterly in arrears.
- b) During one years there shall be 4 quarters and hence 4 bills may be raised by the Bidder and the payment excluding GST will be made against each bill within 30 days from the date of submission of the bills complete in all respects after due verification subject to other terms & conditions mentioned in Taxes & Duties above.

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

- 3.7 **PENALTY CLAUSES:** The Bidder should attend all the complaints (as per clause 3.3 Response Time) on lodgement on telephone, otherwise penalty of Rs. 500/- per complaint shall be imposed. While calculating the penalty, following holidays shall be excluded: Sundays, National Holidays, Holi, Diwali, Christmas, Eid and Guru Nanak Birthday. Formula for Calculating the penalty shall be equal to (=Total time between lodgement of complaint over telephone & time of attending the complaint - Holidays). For e.g. if the complaint is lodged at 5 P.M on Saturday and attended at 2 P.M. on immediate Monday, then there shall be no penalty. However, if the same complaint shall be attended at 2 P.M. on Tuesday then there shall be penalty of Rs. 500/-.

- 3.8 **FRAUD PREVENTION CLAUSE:** The bidders along with their associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL Website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

## 4.0 CONTRACT LAW, NOTICE AND ARBITRATION

### 4.1 Arbitration

- a) Except as provided elsewhere in this contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the

formation, breach termination, validity of execution of the Contract; or, the respective rights and liabilities of the parties; or, in relation to interpretation of any provision of the Contract; or in any manner touching upon the contract, then, either party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be at New Delhi.

The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to the arbitration in terms of Clause 1 above, the Courts at New Delhi shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.

Notwithstanding the existence or any dispute or differences and /or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either party in terms of this Contract.

b) In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the following clause shall be applicable: -

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred to by either party for arbitration to the sole arbitrator in the department of public enterprises to be nominated by the secretary to the Government of India in-charge of the Department of Public Enterprises. 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 a further reference for setting aside or revision of the award to the Law secretary, Deptt. Of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively. The parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.

#### 4.2 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.

#### 4.3 Jurisdiction of Court

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

#### 4.4 Default / Breach of Contract, Insolvency and Risk Purchase

- a) If the Service Provider / Contractor fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor (Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Contractor (Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores / services not so delivered or others of a similar description where stores / services exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor (Service Provider) and the Seller/Contractor (Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.
- b) Cost of the purchases made by the Purchaser at the risk and cost of the seller/ contractor (Service Provider) shall be worked out after levying 5 % overheads as departmental charges on the cost of materials / services so purchased/hired.



## **5.0 PROCEDURE FOR SUBMISSION OF SEALED TENDERS**

- a) Bids shall be dropped to the Tender Box, kept at Corporate Office Reception, BHEL House, Siri Fort, New Delhi – 110 049, latest by 11:00 AM on or before the due date (02.08.2022), in single part.
- b) 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.
- c) The offer is to be submitted in single part bid in sealed covers prominently super scribed the tender number and due date and time as mentioned in the tender enquiry.
  - a. Price bid as per **Annexure – A.**
  - b. Acceptance letter/ No Deviation certificate as per **Annexure – B.**
  - c. Declaration as per **Annexure – C.**
  - d. Letter of Indemnity as per **Annexure – D.**
  - e. Vendor's Details as per **Annexure – E.**
  - f. Complete tender document duly signed and stamped by the bidder.

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.

Vijay Kumar  
Sr. Engineer (HR-GAX & ISMG)  
Bharat Heavy Electricals Limited  
BHEL House, Siri Fort, New Delhi-110049



**PRICE BID**

**SUBJECT: Comprehensive Annual Maintenance Contract for VRV 32 HP and VRV 26 HP Air-conditioning System installed at Ground Floor and Second Floor Conference Halls at BHEL House, Siri Fort, New Delhi - 110049**

S.no	Work Description	Period	Amount for 1 years in ₹ (Excluding GST)
1	Comprehensive AMC (Annual Maintenance Contract ) for <b>26 HP</b> VRV (Variable Refrigerant Volume ) Air-conditioning System installed at Second Floor Conference Hall at BHEL House, Siri Fort, New Delhi	1 Years	
2	Comprehensive AMC (Annual Maintenance Contract ) for <b>32 HP</b> VRV (Variable Refrigerant Volume ) Air-conditioning System installed at Ground Floor Conference Hall at BHEL House, Siri Fort, New Delhi	1 Years	
3	<b>Total Amount (1 +2) in ₹ (Excluding GST) =</b>		
4	GST Percentage @		_____ %

**Note:**

1. The Taxes and Duties shall be payable EXTRA AT ACTUALS.
2. The prices should be quoted in the price bid format only. If the prices will be quoted at any other place, then that may be treated as 'NULL & VOID'.

Signature

With name, Designation & seal of the Firm



Acceptance Letter / No Deviation Certificate

**SUBJECT: Comprehensive Annual Maintenance Contract for VRV 32 HP and VRV 26 HP Air-conditioning System installed at Ground Floor and Second Floor Conference Halls at BHEL House, Siri Fort, New Delhi - 110049**

Notwithstanding anything mentioned in our bid, we hereby accept all technical and commercial terms and conditions of the above tender.

Or

We hereby accept all technical and commercial terms and conditions of the above tender except the following:

(Give reference of Para Nos. which are not acceptable, alongwith the Annexure No. of the relevant document)

- 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 (whether Techno-commercial bid or Price bid) may be treated as null and void by BHEL."

Signature

With name, Designation & seal of the firm



DECLARATION

**SUBJECT: Comprehensive Annual Maintenance Contract for VRV 32 HP and VRV 26 HP Air-conditioning System installed at Ground Floor and Second Floor Conference Halls at BHEL House, Siri Fort, New Delhi - 110049**

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

With name, Designation & seal of the firm



Annexure-D

**SUBJECT: Comprehensive Annual Maintenance Contract for VRV 32 HP and VRV 26 HP Air-conditioning System installed at Ground Floor and Second Floor Conference Halls at BHEL House, Siri Fort, New Delhi - 110049**

**LETTER OF INDEMNITY**

I/ We Indemnify BHEL against any compensation that may arise out of any injury or death to any person deputed.

Signature

With name, Designation & seal of the firm



Bidder's Details

**SUBJECT: Comprehensive Annual Maintenance Contract for VRV 32 HP and VRV 26 HP Air-conditioning System installed at Ground Floor and Second Floor Conference Halls at BHEL House, Siri Fort, New Delhi - 110049**

Sl. No.	Vendor's Details	
1	Name of Vendor/ Party/ Firm	
2	Name of Representative	
3	Postal Address	
4	Phone/ Landline Nos.	
5	Mobile Nos.	
6	Fax No.	
7	E-Mail address	
8	Web Site Address (if any)	
9	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  
With name, Designation & seal of the firm