



# BHARAT HEAVY ELECTRICALS LIMITED

( A Government of India Undertaking )  
HIGH PRESSURE BOILER PLANT  
PURCHASE DEPARTMENT - Fossil Boilers  
THIRUCHIRAPALLI - 620014  
TAMILNADU (INDIA)

PHONE : 91-431-25277331  
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FAX NO : 91-431-2520719  
E-mail : srchandran@bheltry.co.in  
WEB : http://www.bhel.com

**SERVICE  
ENQUIRY  
(INDIGENOUS)**

Vendor Code :

**Enquiry No**

**Enquiry Date**

**Due Date for  
Quotation**

Vendor Name :

**2681400007**

**09.05.2014**

**07.06.2014**

Please quote Enquiry No, Date and due date in all correspondences.  
This is only a request for quotation and not an order

**ITEM NO      ITEM DESCRIPTION**

**10      Leasing of window ACs -4 years**

Supply ,installation ,commissioning & maintenance of various capacities  
of window ACs at various locations in bhel complex  
on lease basis as per annexures  
Operating Lease period - 4 years

WINDOW AIR CONDITIONERS AS PER ANNEXURE-A1

1 TON -----12 NOs  
1.5 TON-----09 Nos  
2 TON -----01 Nos  
TOTAL-----22 Nos

SINo	Description	Delv Date	Quantity	UOM
10	Supply, Installation, Commissioning and Maintenance of Brand New Window Air Conditioners of 1.0 TR with remote control on rental basis for 4 year.Brand New Window type AC of make of VOLTAS,LG, SAMSUNG, BLUESTAR, GODREJ, CARRIER, LLOYD, HITACHI,DAIKIN, PANASONIC, O-GENERAL with minimum 2 star rated	31.07.14	12.000	NO
20	Supply, Installation, Commissioning and Maintenance of Brand New Window Air Conditioners of 1.5 TR with remote control on rental basis for 4 year.Brand New Window type AC of make of VOLTAS,LG, SAMSUNG, BLUESTAR, GODREJ, CARRIER, LLOYD, HITACHI,DAIKIN, PANASONIC, O-GENERAL with minimum 2 star rated	31.07.14	9.000	NO
30	Supply, Installation, Commissioning and Maintenance of Brand New Window Air Conditioners of 2.0 TR with remote control on rental basis for 4 year.Brand New Window type AC of make of	31.07.14	1.000	NO

The offers should reach us before the time of opening of tenders.  
The offers will be opened at 14:30 hours on the due date in the presence of the  
tenderers who may like to be present.  
Late tenders are liable to be rejected.

Yours faithfully,  
For **BHARAT HEAVY ELECTRICALS LIMITED**

MANAGER / PURCHASE

(Fossil Boilers)

THIRUCHIRAPALLI

Senior Manager

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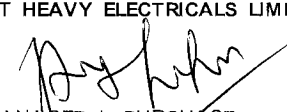
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SINo	Description	Delv Date	Quantity	UOM
	VOLTAS,LG, SAMSUNG, BLUESTAR, GODREJ, CARRIER, LLOYD, HITACHI,DAIKIN, PANASONIC, O-GENERAL with minimum 2 star rated			
<b>20</b>	<b>Leasing of split ACs - 4 years</b>			
Supply ,installation ,commissioning & maintenance of various capacities of split ACs at various locations in bhel complex on lease basis as per annexures Lease period - 4 years				
SPLIT CONDITIONERS AS PER ANNEXURE-A2				
1 TON	-----		069	Nos
1.5 TON	-----		139	Nos
2 TON	-----		030	Nos
TOTAL	-----		238	Nos

SINo	Description	Delv Date	Quantity	UOM
10	Supply, Installation, Commissioning and Maintenance of Brand New Split Air Conditioners of 1.0 TR with remote control on rental basis for 4 year.Brand New Split type AC of make of VOLTAS,LG, SAMSUNG, BLUESTAR, GODREJ, CARRIER, LLOYD, HITACHI,DAIKIN, PANASONIC, O-GENERAL with minimum 3 star rated	31.07.14	69.000	NO
20	Supply, Installation, Commissioning and Maintenance of Brand New Split Air Conditioners of 1.5 TR with remote control on rental basis for 4 year.Brand New Split type AC of make of VOLTAS,LG, SAMSUNG, BLUESTAR, GODREJ, CARRIER, LLOYD, HITACHI,DAIKIN, PANASONIC, O-GENERAL with minimum 3 star rated	31.07.14	139.000	NO
30	Supply, Installation, Commissioning and Maintenance of Brand New Split Air Conditioners of 2.0 TR with remote control on rental basis for 4 year.Brand New Split type AC of make of VOLTAS,LG, SAMSUNG, BLUESTAR, GODREJ, CARRIER, LLOYD, HITACHI,DAIKIN,	31.07.14	30.000	NO

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SINo	Description	Delv Date	Quantity	UOM
	PANASONIC, O-GENERAL with minimum 3 star rated			

## General Note:

Note:

1. Please submit your detailed offer in two part bid system i.e Part-I. Technical bid + Checklist (Annexure-I) + Unpriced bid indicating taxes & duties (Annexure-F&F1) in a sealed cover, super scribing on the cover as "TECHNICAL & COMMERCIAL BID / PART-I"

Part-II. Priced offer in another separate sealed cover super scribing on the cover as "PRICE BID / PART-II"

Both the covers shall be duly super-scribed with tender reference and due date of opening. These covers shall be put in a single cover duly super-scribed with tender reference and due date of opening and addressed to us.

2. Point-to-point confirmation to BHEL's specification and commercial terms & conditions shall be provided. The supplier must fill and send all the Annexures as indicated in the list of attachments. Annexure-I & Annexure-F & F1 (with taxes and duties, without indicating prices) should be filled and submitted along with the technical bid, else your offer is liable for rejection.

3. Offers with validity of less than 180 days and non-acceptance of LD & RP clause and reverse auction will lead to rejection of submitted offer.

4. If the due date of tender opening happens to be a holiday, the tenders will be opened on the next working day.

5. All clarifications may be sought at least ten days prior to tender due date, from the undersigned with due written request.

6. BHEL reserves the right to go for a reverse auction (RA) instead of opening the submitted sealed price bid, which will be decided after technical and commercial evaluation. Information and general terms and conditions covering RA are given in commercial terms and conditions (Annexure-A/Point no.17)

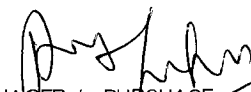
7. Order shall be placed on single vendor on cumulative L1 basis for total machines.

8. BHEL will consider MSE vendor as per Government guidelines.

9. Vendors are requested to avoid the following points while submitting the Bid Documents:

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- a) Loose or spiral bound bid documents are not encouraged.  
b) In case of any corrections/overwriting in the tender documents, the same shall be duly attested by the bid submitter.


10. Corrigendum if any, with respect to this tender will be hosted only in the website <http://www.bhel.com> or <http://tenders.gov.in>. You are requested to visit the website regularly for updates.

**Enclosures:**

"LD clause has to be confirmed without fail."

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**AIR-CONDITIONERS UNDER OPERATING LEASE**

Name of Work:- Supply, Installation, Commissioning and Maintenance of Brand New 260 Nos., of Air Conditioners (Window & Split A/c models) of various capacities with remote control on Operating Lease basis (Rental) for 4 years.

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1. SCOPE OF WORK
  - 1.1) PART-A - ELIGIBILITY CRITERIA
  - 1.2) PART-B - TECHNICAL SPECIFICATION
  - 1.3) TERM AND CONDITIONS
2. ANNEXURE –A1 : SPECIFICATIONS OF WINDOW TYPE ROOM AIR CONDITIONERS
3. ANNEXURE –A2 : SPECIFICATIONS OF SPLIT TYPE ROOM AIR CONDITIONERS
4. ANNEXURE –A3 : SPECIFICATIONS OF STABILIZER UNITS
5. ANNEXURE –B : QUARTERLY PERFORMANCE CHECKLIST
6. ANNEXURE –C : PREVENTIVE MAINTENANCE /BREAKDOWN COMPLAINT ATTENDING SLIP
7. ANNEXURE –D : NO DEVIATION CERTIFICATE
8. ANNEXURE –E : THIRD PARTY NON-DISCLOSURE AGREEMENT
9. ANNEXURE –F : PRICE BID FORMAT-Operating lease
10. ANNEXURE –F1 : PRICE BID FORMAT-Outright Purchase
11. ANNEXURE –G : BILL OF QUANTITY
12. ANNEXURE –I : COMMERCIAL TERMS & CONDITIONS
13. ANNEXURE – II :CA CERTIFICATE FOR MSE VENDORS

**BHARAT HEAVY ELECTRICALS LIMITED**

**HIGH PRESSURE BOILER PLANT, THIRUCHIRAPALLI - 620014**

**1) SCOPE OF WORK**

Supply, Installation, Commissioning & Maintenance of Brand New **260 Nos.** of Air-conditioners (Window & Split A/C Models) of various capacities with Remote Control on **Operating Lease basis (Rental)** for **Four Years** in order to Maintain thermal comfort in office Space, Guest houses and Equipment control rooms at BHEL / Trichy Complex on 24 hours operation as per Technical specification and Commercial Terms and Conditions detailed in the tender documents.

- 1) The tenderers shall visit BHEL Factory at Tiruchirappalli to understand the scope of work before submitting the offer.
- 2) The following eligibility criteria shall be complied to fulfill the qualification bid:-

**1.1) PART-A**

**ELIGIBILITY CRITERIA FOR AIR CONDITIONERS UNDER OPERATING LEASE**

Sl. No.	Eligibility Criteria	To Be Filled By The vendor
1	Tenderer should have the experience for supplying & maintenance of Air Conditioners at least for three years and submit the supporting documents with Technical Bid.	
2	Tenderers should confirm their capability to supply the envisaged quantum of 260 nos of new and star rated Air-conditioning machines as per the specifications of BHEL. To supplement the same PAN & ITCC / IT Returns for the past three years to be submitted.	
3	Documentary evidences work experience etc, all as indicated & required in the tender document should be furnished without which the offer will not be considered.	
4	Tenderers should submit following details which are necessary for qualifying their offer a) Name and postal address of the customer / company to whom the tenderer has executed supply & maintenance of Air Conditioners work b) Name and designation of the contact person of the customer, Phone, FAX no and email address of the contact person of the customer.	
5	BHEL will verify the information provided by vendor. In case the information provided by vendor is found to be false / incorrect, the offer shall be rejected.	

**1.2) PART-B**

**TECHNICAL SPECIFICATION FOR AIR CONDITIONERS UNDER OPERATING LEASE**

Name of Work:- Supply, Installation, Commissioning and Maintenance of Brand New 260 Nos., of Air Conditioners (Window & Split A/c models) of various capacities with remote control on Operating Lease basis (Rental) for 4 years.

Sl. No.	Special conditions	To be filled by the vendor (Agreed / Not agreed)
1	The subject <b>Operating Lease (Rental) work</b> shall be governed as per Enquiry Specification including TECHNICAL SPECIFICATIONS and SPECIAL TERMS & CONDITIONS.	
2	Tenderer shall give details of 1. P.F. No. 2. ESI.No. 3. Labour license no. or Shall agree to submit the above details within one month from the date of award of the work. (If not required then mention separately with reason . A declaration in vendors letter head to be submitted along with the offer)	----- ----- -----
3	Vendor shall not engage person less than 18 years age. Minimum wage payment to persons engaged in this work shall be ensured by vendor as per Labour Laws of government and follow all statutory obligation of government of Tamil Nadu.	
4	An undertaking shall be given by the vendor that no relative in the officer grade is working in BHEL Trichy.	

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Sl. No.	Special conditions	To be filled by the vendor (strike clearly wherever applicable)																				
5	<p><b>Technical Specification &amp; requirement shall be as below:</b>  <b>(In addition for requirement Ref Annexure A1 &amp; Annexure A2)</b>                      Brand New Window/Split type AC                      of make of <b>VOLTAS, LG, SAMSUNG, BLUESTAR, GODREJ, CARRIER, LLOYD, HITACHI, DAIKIN, PANASONIC, O-GENERAL</b> with star rating as below                      Window AC – minimum 2 star rated                      Split AC – minimum 3 star rated</p> <table border="1" data-bbox="272 835 954 1346"> <tr> <td rowspan="3">5.1</td> <td rowspan="3">Window AC</td> <td>1 TR</td> </tr> <tr> <td>1.5 TR</td> </tr> <tr> <td>2 TR</td> </tr> <tr> <td rowspan="3">Make</td> <td rowspan="3">Split AC</td> <td>1 TR</td> </tr> <tr> <td>1.5 TR</td> </tr> <tr> <td>2 TR</td> </tr> <tr> <td rowspan="3">5.2</td> <td rowspan="3">Window AC</td> <td>1 TR</td> </tr> <tr> <td>1.5 TR</td> </tr> <tr> <td>2 TR</td> </tr> <tr> <td rowspan="3">Model</td> <td rowspan="3">Split AC</td> <td>1 TR</td> </tr> <tr> <td>1.5 TR</td> </tr> <tr> <td>2 TR</td> </tr> </table> <p>5.3 Supply voltage should be of 230V+/-10%, 50 HZ</p> <p>5.4 Where ever necessary stabilizers shall be provided (<b>Ref Annexure A-3</b> for specification) and For Total Quantity ref <b>Annexure A1 &amp; A2</b></p> <p>5.5 Catalogues with Technical details and operational parameter of the model offered</p>	5.1	Window AC	1 TR	1.5 TR	2 TR	Make	Split AC	1 TR	1.5 TR	2 TR	5.2	Window AC	1 TR	1.5 TR	2 TR	Model	Split AC	1 TR	1.5 TR	2 TR	<p>Submitted / not submitted</p>
5.1	Window AC			1 TR																		
				1.5 TR																		
		2 TR																				
Make	Split AC	1 TR																				
		1.5 TR																				
		2 TR																				
5.2	Window AC	1 TR																				
		1.5 TR																				
		2 TR																				
Model	Split AC	1 TR																				
		1.5 TR																				
		2 TR																				
6	<p>All Window &amp; Split type room air conditioners shall be brand new. Vendor shall submit Warrantee certificates indicating Make, Model and Manufacturer’s Sl. No. Along with of Air-conditioners. ( at the time of supply)</p>																					

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Sl. No.	Special conditions	To be filled by the vendor (strike clearly wherever applicable)						
7	<p><b>Delivery:</b> Delivery (supply and installation) period shall start from the date of placement of LOI/Order</p> <table border="1" data-bbox="289 447 906 674"> <thead> <tr> <th data-bbox="289 447 412 552">Item</th> <th data-bbox="417 447 672 552">Delivery Period</th> <th data-bbox="677 447 906 552">Installation period</th> </tr> </thead> <tbody> <tr> <td data-bbox="289 558 412 674">All ACs Units</td> <td data-bbox="417 558 672 674">8-12 weeks from date of LOI/Order</td> <td data-bbox="677 558 906 674">4 weeks from the date last lot supplied.</td> </tr> </tbody> </table>	Item	Delivery Period	Installation period	All ACs Units	8-12 weeks from date of LOI/Order	4 weeks from the date last lot supplied.	
Item	Delivery Period	Installation period						
All ACs Units	8-12 weeks from date of LOI/Order	4 weeks from the date last lot supplied.						
8	<p>The Vendor shall install all the accepted Window &amp; Split type AC as per site requirement. The vendor will provide drain pipe of sufficient length to drain the condensate water from the Air Conditioner.</p>							
9	<p>a) At the site during installation, BHEL will fix the wooden frames in windows for window ACs. Remaining others work related to installation shall be carried by the vendor. The vendor shall make their own arrangement for transportation of air conditioners for installation &amp; maintenance at respective sites in BHEL.</p> <p>b) Power, water and air as required at the site during installation and maintenance will be provided by BHEL at free of cost.</p> <p>c) All other necessary tools &amp; tackles for installation is the scope of the vendor.</p>							
10	<p>The rental period will start and reckoned from the date of acceptance of last machine of the Bill of quantity (BOQ)</p>							
11	<p>a) Vendor shall ensure that all AC's operate trouble free throughout the rental period of 04 years as per technical details, parameters and specifications. Vendor shall ensure ready availability of needed consumable/ spares, tools and tackle at the site during the entire tenure of the contract.</p> <p>b) Vendor shall deploy sufficient manpower for installation and to ensure trouble free operation and maintenance (periodic &amp; breakdown) throughout the rental period of 04 years</p>							

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<b>Sl. No.</b>	<b>Special conditions</b>	<b>To be filled by the vendor (strike clearly wherever applicable)</b>
12	Rental charges shall be payable on Monthly basis on submission of proper bill / invoice  a) No advance payment shall be given to the party. b) Party not agreeing our payments terms shall be rejected	
13	a) Performance of ACs will be monitored quarterly for operational status as per performance checklist at Annexure 'B' and half yearly as per Annexure 'C'. b) The vendor shall post minimum two a/c mechanic/service technicians in general shift for routine maintenance. However vendor shall deploy sufficient manpower to ensure 100% availability on monthly basis. In case the AC unit under break -down is not put back to operation or not replaced with equivalent AC unit in 24 hours 20% of the monthly rental charges of that AC unit will be deducted, and if the break-down exceeds 5 working days, 100% of the monthly rental charges will be deducted. c) Repetitive failure shall be interpreted as non-performance of the contract and the contract may be terminated including forfeiting the pending payments after giving three notices in writing to the vendor.	
14	On completion of lease period, vendor shall remove all machines covered under this lease and close all openings by appropriate covers of plywood without disturbing the aesthetics of the rooms (Plywood will be provided by BHEL).No rental payment will be made by BHEL after completion date of contract.	
15	No residential accommodation shall be provided to the staff / vendor. The vendor has to carry out the repair and maintenance works on site. In case the machine has to be taken out by the vendor for servicing, then alternative equivalent machine has to be installed and operation to be restored. Delay in restoring the ac service will attract penalty as per <b>clause 13</b>	

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<b>Sl. No.</b>	<b>Special conditions</b>	<b>To be filled by the vendor (strike clearly wherever applicable)</b>
16.	All the machines shall be completely washed /cleaned/serviced at site (by detergent/soap) quarterly. Consumables will be provided by BHEL	
18	Replacement of spares required for the machines during the lease rental period is under the scope of the vendor.	
19.	All records for maintaining the machines at site shall be made by the contractor as per instruction of Engineer- in charge.	
20.1	For Each AC units, the following items are to supplied, a) 01 No, Industrial type switch box integral with Plug Top, single pole MCB switch & socket of suitable current rating b) 05 meter flexible PVC Darin Pipe for each ACs. The PVC Darin Pipe shall be supplied in continuous running length (i.e. 50 meter OR 100 meter roll, so that PVC Darin Pipe can be used as per requirement)	
20.2	Stabilizers for identified units as per annexure A1 and A2	
21.	a) During the contract period, the vendor shall accept for increasing in quantity of AC units mentioned in the tender document to the maximum extent of 10% based on requirement by BHEL. Same Terms and conditions are applicable for the additional quantity. b) For additional quantity of AC units, Vendor shall supply brand new AC units of same or equivalent models already installed by the vendor. c) However the period of lease contract for the additional AC units will be same that of original quantum.	

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<b>Sl. No.</b>	<b>Special conditions</b>	<b>To be filled by the vendor (strike clearly wherever applicable)</b>
22.	a) During installation, Supplier shall agree to change the identified AC type (window or Split) mentioned in the tender document based on requirement by BHEL. This change is applicable to maximum extent of 2% of the total quantity. b) However payment will be made as per the actual quantity of window & Split AC installed	
23	The vendor shall provide unique serial no to all the AC units supplied by them. A sticker indicating the Sl.no & the name of the vendor shall be pasted over the AC unit for easier identification	

Contractor's

Issuing officer

Signature and seal

Signature and seal

1.3) **TERM AND CONDITIONS**

1. Vendor shall ensure ready availability of needed spares for maintenance of AC units during the entire tenure of the work.
2. Vendor shall ensure that complaints received are attended immediately and AC is made operative within 8 Hrs. Record of complaints received and their disposal will be submitted to Executive In-charge by the vendor on daily basis.
3. In case of gas leakage and / or compressor problem where repair is likely to take more than one shift (8 hrs), AC unit should be replaced by stand-by unit and made operational in the same shift only.
4. Performance of ACs shall be evaluated and accepted keeping in view of the specifications and parameters as per Annexure-A1 & A2.
5. Shifting of ACs as per need will be the responsibility of contractor and no extra payment shall be made on this account. Any civil work, if required for this purpose, it will be done by BHEL.
6. Transportation of air conditioners during shifting with in the complex has to be done by the vendor. Wherever available crane assistance will be provided by BHEL at free of cost.
7. Vendors are requested to submit offer for Supply, Installation, Commissioning, shifting on need basis and Maintenance of Air Conditioners (Window & Split A/c models) as per specification enclosed for an Operating lease period of 4 Years.
8. All ACs shall confirm to requirement & technical specifications given in Annexure-A1, A2 & A3.
9. Vendors shall quote separately the Rental charge (per month). The quoted amount shall include transportation, installation, commissioning, shifting and maintenance of the AC units at BHEL, Trichy.
10. The Insurance coverage as applicable for the lease period shall be borne by vendor.
11. Income tax depreciation benefit accrues to the vendor.
12. Transportation and other related costs if any, for taking back the Air Conditioners at the end of Lease period shall be borne by vendor.
13. The Lease Rental will be paid in arrears at the end of every month. Invoice for each month will be submitted at the end of every month.
14. The Lease Rental invoices shall have to be certified by the User Department's representative for payment.
15. The first operating Lease invoice shall be raised after completion of calendar month from the date of installation and acceptance of the last AC unit. The installation and commissioning certificate shall be jointly signed by the user Department's representative and the vendor's representative.
16. Only brand new Air Conditioners to be supplied and all original documents for the proof of supply of new Air Conditioners shall be submitted. Re-furbished or old Air Conditioners will not be accepted.

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17. No residential accommodation shall be provided to staff / vendor.
18. The vendor should be having a full- fledged vendor's Service center in Trichy (preferably nearer to BHEL). The address of the service center and service personnel details to be provided after the placement of LOI/Order
19. Tender is called for operating lease only. However vendor shall quote for both operating lease and outright purchase with AMC as per the annexure-F and F1 respectively, failing which, the offer will not be considered for further evaluation.
20. BHEL May extend the contract period based on the mutual agreement.
21. Purchase order will be placed on a single vendor based on combined L1 basis.
22. The Vendor shall have to fulfill all statutory obligations as applicable in the Tamil Nadu State from time to time during the entire period of contract.
23. The vendor shall strictly adhere to various labour laws in force.
24. The vendor shall follow norms of BHEL security system for movement of men & materials within the complex.
25. The vendor has to submit the organization chart of their set up for the works and any change thereafter in the organization set up should be intimated to BHEL. Change of service personnel during contract period to be intimated to the BHEL AC in charge priorly
26. Vendor's materials such as tools, testing equipments etc., shall have to be brought inside factory with proper documents /voucher and make necessary entry in the security gate. They should maintain proper record for tools equipment's, materials etc. brought inside the factory complex.
27. Water, Electricity and compressed air will be provided by BHEL at free of cost.
28. No advance / mobilization advance will be given.
29. The vendors who can fully comply to the tender specification, Scope of work will only be considered
30. This is a service-oriented work and essence is to render prompt, efficient and timely service as per specification.

We confirm acceptance to all the above terms and conditions.

**Contractor's**

**Issuing officer**

**Signature and seal**

**Signature and seal**

**ANNEXURE-A1**

**Requirement & Specifications of brand new Window type room air conditioners with remote control on rental basis:**

Sl. No.	AIR CONDITIONERS REQUIREMENT & SPECIFICATION		
1	<b>WINDOW AIR CONDITIONERS ( Min 2 STAR RATING )</b>		
1.1	<b>Required Capacities</b>	<b>Minimum BEE Star Rating</b>	<b>Quantity Required (Nos.)</b>
a	1 ton	2 Star	12
b	1.5 ton	2 Star	9
c	2 ton	2 Star	1
1.2	<b>Item of Air Conditioners</b>	<b>Specifications</b>	
1.2.1	<b>AC Construction :</b>	Window air Conditioners Should be of single unit containing compressors, fan motors, connecting pipes, heat exchangers and the entire air conditioning unit should rests on a single base.	
1.2.2	Compressor Type	i) Hermetically sealed Rotary compressor	
1.2.3	Power Supply	230 Volt, 10 %, 50 Hz, Single phase.	
1.2.4	Rated Power requirement	Shall not exceed 2.7 KW	
1.2.5	Stabilizer to be provided for the mentioned quantity	<b>Capacity</b>	<b>Quantity</b>
		<b>4 kVA</b>	<b>1 No</b>
1.2.6	Air Filter	Cleanable type and Synthetic make.	
1.2.7	Front Panel / Panel unit	Plastic fiber, preferably white, off-white or cream color.	
1.2.8	Blower / fan motor	As per the model standard	
1.2.9	Noise level- inside the room	Maximum 60 dB inside the room	
1.3.0	Refrigerant	R-22 /Non CFC	

**ANNEXURE-A2**

**Requirement & Specifications of brand new Split type room air conditioners with remote control, on rental basis:**

<b>Sl. No.</b>	<b>AIR CONDITIONERS REQUIREMENT &amp; SPECIFICATION</b>		
1	<b>SPILT AIR CONDITIONERS (Min 3 STAR RATING)</b>		
1.1	<b>Required Capacities</b>	<b>Minimum BEE Star Rating</b>	<b>Quantity Required (Nos.)</b>
a	1 ton	3 Star	69
b	1.5 ton	3 star	139
c	2 ton	3 star	30
1.2	<b>Item of Air Conditioners</b>	<b>Specifications</b>	
1.2.1	AC Construction :	Spilt air Conditioners system shall comprise of in Indoor Units (Evaporator), expansion valves, Outdoor Units (Compressor & Condenser), Refrigerant & drain piping and fan motors etc.,	
1.2.2	Compressor Type	i) Hermetically sealed Rotary compressor and	
1.2.3	Power Supply	230 Volt, 10 %, 50 Hz, Single phase.	
1.2.4	Rated Power requirement	Shall not exceed 2.7 KW	
1.2.5	Stabilizer to be provided for the mentioned quantity	<b>Capacity</b>	<b>Quantity</b>
		<b>3 kVA</b>	<b>5 No's</b>
		<b>4 kVA</b>	<b>19 No's</b>
		<b>5 kVA</b>	<b>22 No's</b>
1.2.6	Air Filter	Cleanable type and Synthetic make.	
1.2.7	Front Panel / Panel unit	Plastic fiber, preferably white, off-white or cream color.	
1.2.8	Blower / fan motor	As per the model standard	
1.2.9	Noise level- inside the room	Maximum 60 dB inside the room	
1.3.0	Refrigerant	R-22 / Non CFC	

**ANNEXURE-A3**

Sl. No.	<b><u>Technical specifications of AC Voltage Stabilizer</u></b>	
1	<b>INPUT VOLTAGE RANGE</b>	170 - 260 V
2	<b>OUTPUT VOLTAGE RANGE</b>	230 V AC +/-10 %
3	The voltage stabilizer should be digital type providing an accurate and constant voltage to air conditioners for their effective functioning. The following Features should be incorporated in the stabilizer  a. High Power Efficiency b. Intelligent Time Delay System c. Low & High Voltage Cut-off Protection d. Latest IC Technology e. Built In Thermal Overload Protection	
4	The stabilizer should be as per IEC standards	

**ANNEXURE-B**

**QUARTERLY PERFORMANCE CHECKLIST**

For the Month of \_\_\_\_\_

Dated: \_\_\_\_\_

**Name of Work:** Supply, Installation and Maintenance of Brand New Air Conditioners (window and split A/C models) of capacities ranging from 1.0 TR, 1.5 TR and 2.0 TR with remote control on rental basis for four years.

Vendor's Name: M/s \_\_\_\_\_

A/C Location & Dept.: \_\_\_\_\_ Sl. No of A/C: \_\_\_\_\_

Type of A/C: \_\_\_\_\_

<b>SL. NO</b>	<b>PARTICULARS</b>	<b>OBSERVATIONS</b>
1	General look: - Front Panel. - Switch & Switch- knobs - Air gap between AC & frame.	- Satisfactory / Unsatisfactory - OK / not OK - OK / not OK
2	Grill Temperature	-----° C
3	Return Air Temperature	-----° C
4	Current drawn	-----Amps
5	Air filter	Cleaned /Not cleaned
6	Ventilation	Operating / Non-operating
7	Exhaust operation	Operating / Non-operating
8	Thermostat	Operating / Non-operating
9	Plug Top	OK / Not OK

Signature of Vendor's Representative

Signature of BHEL Supervisor In-charge (AC Section): \_\_\_\_\_

**ANNEXURE-C**

**PREVENTIVE MAINTENANCE /BREAKDOWN COMPLAINT ATTENDING SLIP**

User's Name: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

A/C Location & Dept.: \_\_\_\_\_

Date of B/D or Servicing: \_\_\_\_\_ Date of Completion: \_\_\_\_\_

Type / Unit Details: **Window AC/ Split Air Conditioner** Unit Sl. No. : \_\_\_\_\_

Make: \_\_\_\_\_ Capacity: \_\_\_\_\_ Model No.: \_\_\_\_\_

Voltage: \_\_\_\_\_ Amperes: \_\_\_\_\_

**A. Technical Check Points :-**

1. Compressor	Defective / O.K	9. Exhaust/Ventilation Knob	Defective / O.K.
2. Relay	Defective/ O.K.	10. Condenser Coil	Defective / O.K
3. Thermostat	Defective / O.K	11. Electrical Connection	Defective/ O.K.
4. Starting Capacitor	Defective/ O.K.	12. Plug Top	Defective / O.K
5. Running Capacitor	Defective / O.K	13. Electrical Cable	Defective/ O.K.
6. Fan/ blower Motor	Defective/ O.K.	14. Remote control	Defective/ O.K.
7. Over-Load Protector	Defective / O.K	<b>B. <u>General Check Points</u></b>	
8. Thermostat Knob	Defective/ O.K	1. Oiling & Greasing	
		2. General Cleaning	
		3. Any other/ Specific point	-----

Technician Name: \_\_\_\_\_

**Remarks:** Certified that the above mentioned AC. has been attended by your Technician and the same is working to my observation/satisfaction.

User Signature: \_\_\_\_\_

Signature of BHEL Supervisor in-charge (**AC Section**): \_\_\_\_\_

**Annexure-D**

**No Deviation Certificate**  
(To be given in bidder's letter head)


**Ref:** BHEL's Enquiry No. \_\_\_\_\_ Dated \_\_\_\_\_

It is Certified that the offered solution vide Enquiry No. \_\_\_\_\_ dated \_\_\_\_\_ in response to BHEL's enquiry mentioned under reference has no Technical deviation from the requirement of BHEL, Trichy given vide the Technical Specification (Requirement).

Date:

Bidder's Signature with seal

**Annexure-E**

 BHEL - TRICHY	THIRD PARTY NON-DISCLOSURE AGREEMENT	Doc.No. : ISMS-04/TP/011	
		Ver. No: 2.0	Rev. No: 00
		Date : 01 - 10 - 09	

**THIRD PARTY NON-DISCLOSURE AGREEMENT**

I, \_\_\_\_\_, on behalf of the \_\_\_\_\_ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with BHEL, Trichy on contract is confidential and that the nature of the business of the BHEL, Trichy is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL, Trichy Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL, Trichy all documents and property of BHEL, Trichy, including: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL, Trichy's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, Trichy and are reasonable given the nature of the business carried on by the BHEL, Trichy I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Name

Company

Signature

**Annexure - F**

**PRICE FORMAT FOR OPERATING LEASE**

Sl.no	ITEM DESCRIPTION PART-A	QTY	MONTHLY OPERATING LEASE RATE PER AC	YEARLY OPERATING LEASE RATE PER AC	TOTAL LEASE VALUE FOR 4 YEARS FOR ALL QTY.	% of LEASE TAX (CST/VAT)	TOTAL LEASE VALUE INCLUDING TAX	MONTHLY AMC RATE PER AC	YEARLY AMC RATE PER AC	TOTAL AMC VALUE FOR 4 YEARS FOR ALL QTY.	SERVICE TAX ON AMC PORTION			VAT/CST ON AMC PORTION			TOTAL AMC VALUE INCLUDING TAXES	TOTAL RENTAL CHARGE (LEASE+AMC)	AMC RATE/AC FOR 5th YEAR	AMC RATE/AC FOR 6th YEAR
											% OF SERVICE TAX	SERVICE TAX APPLICABLE ON HOW MUCH % OF AMC VALUE	SERVICE TAX VALUE	% OF VAT/CST	VAT/CAST APPLICABLE ON HOW MUCH % OF AMC VALUE	CST/VAT VALUE				
		P	A	B= A x 12	C= (B x 4)xP	D	E=(Cx4)+C	F	G=Fx12	H=(Gx4)xP	Q	R	S=QxRxH	U	V	W=UxVxH	I=H+S+W	J=I+E		
1	<b>WINDOW AIR CONDITIONERS PER ANNEXURE-A1</b>																			
1.1	Supply, Installation, Commissioning and Maintenance of Brand New <b>Window Air Conditioners of 1.0 TR</b> with remote control on rental basis for 4 year.Brand New Window type AC of make of VOLTAS,LG, SAMSUNG, BLUESTAR, GODREJ, CARRIER, LLOYD, HITACHI,DAIKIN, PANASONIC, O-GENERAL with minimum 2 star rated	12																		
1.2	Supply, Installation, Commissioning and Maintenance of Brand New <b>Window Air Conditioners of 1.5 TR</b> with remote control on rental basis for 4 year.Brand New Window type AC of make of VOLTAS,LG, SAMSUNG, BLUESTAR, GODREJ, CARRIER, LLOYD, HITACHI,DAIKIN, PANASONIC, O-GENERAL with minimum 2 star rated	9																		
1.3	Supply, Installation, Commissioning and Maintenance of Brand New <b>Window Air Conditioners of 2.0 TR</b> with remote control on rental basis for 4 year.Brand New Window type AC of make of VOLTAS,LG, SAMSUNG, BLUESTAR, GODREJ, CARRIER, LLOYD, HITACHI,DAIKIN, PANASONIC, O-GENERAL with minimum 2 star rated	1																		
2	<b>SPLIT AIR CONDITIONERS PER ANNEXURE-A2</b>																			
2.1	Supply, Installation, Commissioning and Maintenance of Brand New <b>Split Air Conditioners of 1.0 TR</b> with remote control on rental basis for 4 year.Brand New Split type AC of make of VOLTAS,LG, SAMSUNG, BLUESTAR, GODREJ, CARRIER, LLOYD, HITACHI,DAIKIN, PANASONIC, O-GENERAL with minimum 3 star rated	69																		
2.2	Supply, Installation, Commissioning and Maintenance of Brand New <b>Split Air Conditioners of 1.5 TR</b> with remote control on rental basis for 4 year.Brand New Split type AC of make of VOLTAS,LG, SAMSUNG, BLUESTAR, GODREJ, CARRIER, LLOYD, HITACHI,DAIKIN, PANASONIC, O-GENERAL with minimum 3 star rated	139																		
2.2	Supply, Installation, Commissioning and Maintenance of Brand New <b>Split Air Conditioners of 2.0 TR</b> with remote control on rental basis for 4 year.Brand New Split type AC of make of VOLTAS,LG, SAMSUNG, BLUESTAR, GODREJ, CARRIER, LLOYD, HITACHI,DAIKIN, PANASONIC, O-GENERAL with minimum 3 star rated	30																		
<b>NOTE:</b>																				
1. The quoted amount shall include transportation, installation, commissioning, shifting and maintenance of the AC units at BHEL, Trichy.																				
2. Amount for supply of Industrial plug point (i.e. 260 Nos.) and 5 meter Flexible PVC Drain Pipe with each ACs (i.e. 5x260=1300 Meter) shall be included in the Lease Rates of ACs. The PVC Darin Pipe shall be supplied in continuous running length i.e.50 meter or 100 meter roll, so that PVC Darin Pipe can be used as per requirement.																				
3. The L1 bidder will be finalized on the Cumulative Grand Total of the above quoted price																				
4. Amount for supply of stabilizers as per BOQ (47 nos) shall be included in the Lease Rates of ACs.																				



**Annexure -G**  
**BILL OF QUANTITY**

SL.NO	ITEM	QTY	UOM
<b>1</b>	<b><u>WINDOW AIR CONDITIONERS AS PER ANNEXURE-A1</u></b>		
1.a	1 TON	12	NO
1.b	1.5 TON	9	NO
1.c	2 TON	1	NO
	TOTAL	<b>22</b>	
<b>2</b>	<b><u>SPLIT AIR CONDITIONERS AS PER ANNEXURE-A2</u></b>		
2.a	1 TON	69	NO
2.b	1.5 TON	139	NO
2.c	2 TON	30	NO
	TOTAL	<b>238</b>	NO
<b>3</b>	<b><u>AC Voltage Stabilizer PER ANNEXURE-A3</u></b>		
3.a	3 KVA for split AC	5	NO
3.b	4 KVA for split AC	19	NO
3.c	5 KVA for split AC	22	NO
3.d	4 KVA for Window AC	1	NO
	TOTAL	<b>47</b>	NO
<b>4</b>	<b><u>Remote Control units</u></b>	260	NO
<b>5</b>	<b><u>Industrial type switch box</u></b> Industrial type switch box integral with Plug Top, single pole MCB switch & socket of suitable current rating	260	NO
<b>6</b>	<b><u>Flexible PVC Drain</u></b> 05 meter flexible PVC Darin Pipe for each ACs. The PVC Darin Pipe shall be supplied in continuous running length (i.e. 50 meter OR 100 meter roll, so that PVC Darin Pipe can be used as per requirement)	1300	MTR
<b>7</b>	<b>Installation &amp; commissioning work</b>	260	AU

**ACCEPTANCE OF COMMERCIAL TERMS AND CONDITIONS BY THE BIDDERS.**

(This should be essentially filled in and sent along with the techno-commercial offer without fail. If this check list is not filled and submitted along with techno-commercial offer (Part I) or if the bidder does not confirm acceptance to the terms and conditions proposed, BHEL reserves the right to reject such offer)

**CHECK-LIST FOR BIDDERS**

SI No	DESCRIPTION
1.	<p>The Bidders shall submit their offer in <b>TWO INNER ENVELOPES</b> as indicated below which shall be sealed in one outer envelope.</p> <ul style="list-style-type: none"> <li>❖ <b>Envelope I:</b> This sealed envelope should contain all the copies of technical bid together with un-priced commercial bid. This envelope should be clearly marked "<b>Part I - Technical and commercial bid</b>", indicating Enquiry No., Due Date and Address &amp; Reference of the Bidder.</li> <li>❖ <b>Envelope II:</b> This sealed envelope should contain <b>price details</b>. This envelope should be clearly marked "<b>Part II - Price bid</b>", indicating Enquiry No., Due Date and Address &amp; Reference of the Bidder. This part should contain the schedule of price particulars and must be co-related to the technical details provided in Part I.</li> </ul> <p>All the two envelopes (Part I&amp;II) shall be put in one cover, duly sealed, super scribing as "<b>Part I and Part II of Enquiry No., due date of opening</b>" and the address and reference of the Bidder. The offer received without the above guidelines, will not be considered for opening.</p> <p>The above offer should reach this office on or before the due date by 14.00 Hrs (IST). Late offers will not be considered.</p> <p>Tender should not be addressed to any Individual's name but only by designation to:</p> <p align="center"><b>DGM / CAPITAL PURCHASE / MFG 24 BUILDING, 4TH FLOOR BHARAT HEAVY ELECTRICALS LIMITED HIGH PRESSURE BOILER PLANT TIRUCHIRAPPALLI - 620 014 TAMIL NADU, INDIA</b></p> <p>Tenders should be free from <b>CORRECTIONS AND ERASURES</b>. Corrections if any, must be attested. All amounts shall be indicated both in words as well as in figures. In case of any difference between amount quoted in words and figures, amount quoted in words shall prevail.</p> <p>Offers should be in <b>ENGLISH</b> and accompanied by detailed technical literature, catalogue and detailed dimensional drawings in <b>ENGLISH</b> or otherwise, the offers will not be considered.</p>
2.	<p><b><u>OPENING OF TENDERS</u></b></p> <p><b>The Part I - Technical &amp; commercial bid</b> would be opened on the Tender opening date.</p> <p>Part II - Price bid of technically and commercially suitable Bidders alone would be opened after complete evaluation of Part-I. Hence the Bidders are required to submit their best competitive price in the price bid in a sealed cover (Part-II). In case of necessity BHEL reserves the right to go for a Reverse Auction (RA) instead of opening the submitted sealed price bid, which will be decided after technical evaluation. Information and general terms and conditions covering RA are given in this Annexure-A (Point no.17). Date and time of Price Bid (Part-II) opening / RA conducting date shall be intimated to the technically and commercially acceptable bidders only. Clarifications if any required by BHEL for Technical evaluation would be sought from bidders before opening of Part II - price bid/ (RA)</p>
3.	<p><b>Taxes and Duties :</b></p> <p>All Taxes and Duties payable as extra to the quoted price should be specifically stated in offers along with CST &amp; TIN No / Tariff No. etc., failing which the purchaser will not be liable for payment of such Taxes and Duties. Our TIN No. 33243560005, TNGST No. 3560005, CST. No. 239383 Dt. 11-06-1991 &amp; BHEL ECC No. AAACB4146PXM012, Service Tax Reg No (STC)- AAACB4146PST006. Assessment circle Tiruverambur.</p> <p><b>Income Tax applicable</b></p> <p>Any service charges payable towards supervision of E&amp;C, training, performance prove-out etc., will be released after deduction of Income Tax as per Indian Income Tax Act / as per the Govt. of India rules and TDS certificate will be issued by BHEL for such deductions. Applicable service tax on E&amp;C charges will be payable extra. The liability of depositing the same to the Govt. will be of the bidder.</p> <p>Income tax depreciation will be claimed by BHEL</p>

<p>4.</p>	<p><b><u>Stage-I: Evaluation of Technical &amp; Un-priced Commercial Bids</u></b></p> <ul style="list-style-type: none"> <li>➤ Only those Bidders who meet all the requirements as per Eligibility Criteria (scope of work/1.1-part-A) for Bidders will be considered for further evaluation.</li> <li>➤ Technical and un-priced commercial bid of the bidder shall be opened and evaluated for acceptability of Technical offer, technical suitability, acceptance of commercial terms. BHEL Trichy will evaluate the Technical bid submitted by the Bidders.</li> <li>➤ Prior to price opening of bids, BHEL will determine whether each bid is accompanied by required commercial terms &amp; conditions, fulfils the qualifying requirement stated in Bidding Document and compliance to the requirement of the Bidding Document.</li> </ul> <p><b><u>Stage –II: Evaluation of the Price Bid:</u></b></p> <p>The evaluation of tenders will be as follows:</p> <ul style="list-style-type: none"> <li>➤ Technically cleared offers will be considered for price evaluation</li> <li>➤ <b>Evaluation of offers shall be on the basis of delivered cost (Net cash outflow to BHEL, Trichy ie. on cumulative L1 vlaue for the entire scope of requirements</b> (delivered cost (or) Net cash outflow for 260nos. of equipments to BHEL). The total value referred here is including of the total rental charge &amp; AMC(Annual Maintenance charge) for 4 years + Insatllation &amp; commissioning charge + taxes &amp; duties + Feight &amp; insurance + packing &amp; forwarding charges.</li> <li>➤ <b>The contract will be awarded to a single party for the total scope</b>, based on the above evaluation.If some discrepancies are found between the rate given in words and figures, the rate in words shall be taken as correct.</li> <li>➤ For operating Lease, the bidder shall quote the monthly rental charges/AC &amp; monthly AMC charge/AC on <b>Annexure-F</b></li> <li>➤ For Outright Purchase, the bidder shall quote basic charge/AC, AMC charge for each year after std. warranty period &amp; rate for voltage stabilizer on <b>Annexure-F1</b>.</li> <li>➤ BHEL reserves the right to go for a Reverse Auction (RA) instead of opening the submitted sealed price bid, which will be decided after techno-commercial evaluation. Information and general terms and conditions governing <b>RA as per point 17</b>.</li> <li>➤</li> </ul>	
<p><b>No row shall be left blank. Please indicate NA, in case the item is “not applicable”</b></p>		<p><b>Vendor’s confirmation</b></p>
<p>5.</p>	<p>Maintenance during the lease period shall not be sub-contracted. The maintenance engineers posted at site shall be direct employees of the bidder.</p>	
<p>6.</p>	<p><b>Validity:</b> Validity of the offer should be 180 days from the date of tender opening. BHEL reserves the right not to consider offers from bidders with validity less than 180 days from the date of tender opening.</p>	
<p>7.</p>	<p><b>Terms of Payment:</b></p> <ul style="list-style-type: none"> <li>➤ Purchase Order will be released on the successful bidder.</li> <li>➤ Successful bidder shall sign Bipartite Lease Agreement as per BHEL format.</li> <li>➤ Lease period will start after issue of Commissioning Certificate by BHEL Trichy.</li> <li>➤ Monthly rental + Monthly AMC payment will be made after 30days from the date of certification by BHEL Trichy.Bidder shall submit the invoice for each month.</li> <li>➤ Bidder shall submit the invoice in triplicate for processing the bills on monthly basis</li> <li>➤ Deduction for non-availability as per <b>Point No.13 (Scope Of Work/1.2/Part-B/Technical Specification)</b> will be absorbed from the monthly rental.</li> </ul> <p>Any deviation from the above payment term, BHEL reserves the right- not to consider such tender (or) will attract loading as mentioned below.</p> <ul style="list-style-type: none"> <li>➤ “Base rate of SBI (as applicable on the date of bid opening. Techno-commercial bid opening in case of two part bids) + 6% shall be considered for loading for the period of relaxation sought by bidders.</li> </ul>	
<p>8.</p>	<p><b>Liquidated damages (LD):</b></p> <p>The delivery of the goods/services specified in the purchase order should be made within the time prescribed. LD for delay in ‘Supply’ &amp; services will be applicable to the delays attributed to vendor.. Where the seller supplies or services/works the goods, beyond the delivery period Liquidated damages shall be applicable 0.5% of the total order value per week or part thereof subject to a maximum of 10% of the total order value.</p> <p>For staggered delivery schedule, LD shall be 0.5% of the undelivered portion per week of the delay or part thereof subject to a maximum of 10% of the total order value.</p> <p>Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value).</p>	

9.	<p><b>Risk Purchase:</b> Alternatively the purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the bidder has failed to deliver or despatch within the time stipulated as aforesaid or if the same were not available from the best and the nearest available substitute. The bidder shall be liable for any loss which the Purchaser may sustain by reason of such risk purchases.</p>	
10.	<p><b>Force Majeure clause:</b> If at any time during the continuance of this contract the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason, of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine, restrictions or acts of GOD (hereinafter referred to as events) then provided notice of happening of any such events is given by either party to other within twenty one days from the date of occurrence thereof neither party shall reason of such events be entitled to terminate this contract nor shall either party have any such non performance and delay is resumed as soon as practicable after such events has come to an end or ceased to exist. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason or any such event claims for extension of time shall be granted for period considered reasonable by the purchaser subject to prompt notification by the seller to the purchaser of the particulars of the events and supply to the purchaser if required of any supporting evidence. Any waiver of time in respect of partial instalment shall not be deemed to be a waiver of time in respect of remaining deliveries.</p>	
11.	<p><b>Delivery Schedule:</b> ➤ Delivery period (8-12 weeks from the date of LOI or PO ) ➤ Installation period for equipments is within 4 weeks from the date last lot supplied.</p>	
12.	<p>BHEL will consider the ranking after the loading is applied as referred above wherever deviations are observed.</p>	
13.	<p><b>Guarantee:</b> (1) During the period of lease rental / AMC all defective parts shall be replaced / rectified at free of cost without any cost implication on BHEL. (2) Any part / module that becomes faulty shall not be blamed to be the fault of BHEL. The faulty parts/modules shall be repaired within the scope of lease rental / AMC. <u>Offers from bidders not accepting the requested guarantee period/Warranty will be rejected.</u></p>	
14.	<p><b>Short shipment / Warranty replacement:</b> In case of any short shipment in the main equipment / spares, customs duty levied on such supplies, shall be borne by the bidder. Any warranty replacement during the lease period shall be on FOR/ BHEL-Destination basis.</p>	
15.	<p><b>Inspection &amp; Testing:</b> All goods shall be subject to inspection by BHEL or its authorized representatives at bidder's works (or) at BHEL destination or at any other place in India indicated by BHEL as the case may be. The bidder will not charge for the facilities provided for inspection of goods. The final inspection and acceptance of the project will be carried after installation of the equipment at BHEL, Destination.</p>	
16.	<p><b>Test certificates / Operating and Maintenance manuals :</b> The Bidders shall clearly mention in their offer, that Test Certificates and Operating Maintenance Manuals, etc., as called for in the Technical Specification, in the required number of copies will be provided at no extra cost</p>	
17.	<p><b>Reverse Auction (RA):</b> BHEL reserves the right to conduct on-line internet Reverse Auction ie. ONLINE BIDDING (THROUGH A SERVICE PROVIDER) for finalizing the Tender. This decision will be communicated to the technically qualified vendors after technical evaluation. Details / General terms / guidelines for conduct of RA are shown below Vendors are requested to confirm their acceptance for BHEL proceeding with RA route for finalization of the enquiry.</p> <ol style="list-style-type: none"> <li>For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.</li> <li>BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.</li> <li>BHEL will inform the vendor in writing in case of reverse auction, the details of Service Provider to enable them to contact &amp; get trained.</li> <li>Business rules like event date, time, start price, bid decrement, extensions etc. also will be communicated through service provider for compliance.</li> <li>Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the vendor will not be eligible to participate in the event.</li> <li>BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing &amp; forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms &amp; conditions) for each of the vendor to enable them to fill-in the price and keep it ready for keying in during the Auction</li> </ol>	

	<p>7. Reverse auction will be conducted on scheduled date &amp; time.</p> <p>8. At the end of Reverse Auction event, the lowest bidder value will be known on the network.</p> <p>9. The lowest bidder has to Fax/e-mail the duly signed Filled-in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of Auction without fail.</p> <p>10. Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.</p> <p>11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price Bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.</p> <p>12. BHEL reserves the right to negotiate if need be, with the "L1" vendor of the Reverse Auction</p> <p>13. <u>BHEL reserves the right not to consider offers from vendors not complying with the RA process for finalization of the enquiry.</u></p> <p>14. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.</p> <p>In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.</p>	
<p><b>18. Ethical Standard</b></p>	<p>Bidders are expected to observe the highest standard of ethics during the procurement and execution of this contract. In pursuit of this policy, BHEL will reject a proposal for award if it determines that the bidder being considered for award has engaged in corrupt or fraudulent practices in competing for the contract. For the purposes of this provision, the terms set forth below are defined as follows:</p> <p>a) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action in the procurement process or in contract execution; and</p> <p>b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process including collusive practices designed to establish bid prices at artificial, non-competitive levels to deprive the benefits of competition to BHEL.</p> <p>By signing the bid forwarding letter, the bidder represents that for the software it supplies, it is the owner of the intellectual property rights. Willful misrepresentation of these facts shall be considered as fraudulent practice without prejudice to other remedies that BHEL take.</p>	
<p><b>19. Non Disclosure Agreement</b></p>	<p>The bidder shall sign a Non Disclosure Agreement (NDA) with BHEL. By signing the NDA, the bidder agrees not to disclose any confidential information, business or proprietary, as covered by the agreement. The proforma for the Non Disclosure Agreement is attached as <b>Annexure-E.</b></p>	
<p><b>20. INDEMNITY</b></p>	<p>The contractor hereby undertakes to indemnify BHEL against all actions, suits, proceedings, claims, losses, damages etc., which may arise under Minimum Wages Act, Fatal Accident Act, Workmen Compensation Act, shops &amp; Establishment Act, Family pension &amp; Deposit Linked Insurance scheme or any other Act or statutes not herein specifically mentioned but having any direct or indirect application for the person(s) engaged under this contract by him.</p> <p>The Contractor shall defend, indemnify and hold BHEL harmless from any liability, which may be imposed by the Central, State or local authorities and also from all claims, suits arising out of or by reason of the work provided by this contract including any liability that may arise out of accident, whether brought by the employees/ labourers of the Contractor or by the third parties or by the Central or State Government authority or any sub-division thereof.</p> <p>BHEL shall not be responsible for any claim/compensation that may arise due to damages/injuries/pilferage to the contractor's employee(s)/ staff/labourers under any circumstances while an employee(s) / labourer is engaged in the BHEL 's duty under the contract.</p> <p>The contractor shall make regular and full payment of wages/salaries including overtime/night halt allowance etc. as applicable as per rules in force and any other payments due to his employees/labourers and furnish necessary proof whenever required by BHEL.</p>	
<p><b>21. INSURANCE POLICIES</b></p>	<p>The Contractor shall at his own cost take insurance and maintain at all times until the close out of the Contract, insurance policies in respect of equipment and workmen engaged by him for providing services under this Contract.</p>	

22.	<p><b>TERMINATION OF THE CONTRACT</b></p> <p>BHEL reserves the right to terminate the Contract, at any stage during the period of the Contract based on the contractor's performance, by giving 3 notices in writing. BHEL shall have the right to terminate this contract if:</p> <ol style="list-style-type: none"> <li>1. The contractor fails to provide services or contractual obligations in accordance with the <b>SLA (Point No.25)</b></li> <li>2. The contractor suspends the performance of all or part of the services, or</li> <li>3. The contractor abandons the services, or</li> <li>4. The contractor becomes bankrupt or goes into receivership(or)liquidation or makes an assignment for the benefit of his creditors.</li> </ol> <p>In the event of termination of contract, pending payment/invoices will be forfeited after giving three notices in writing to the vendor.</p>	
23.	<p><b>ARBITRATION</b></p> <p>All disputes or differences whatsoever which may arise at any time during execution of the Contract shall be mutually settled by BHEL and Contractor as per provision of the Contract. However, in the event such disputes cannot be settled mutually, such disputes shall be settled as per the Arbitration and reconciliation Act, 1996 of the Govt. of India and it's subsequent amendments. In case of disputes with the Central PSUs, the same shall be settled at Tiruchirapalli as per the Guidelines of the Govt. of India. However, during the period such disputes are settled either by mutual discussions between the parties or by legal means, Contractor shall continue to do the work as per terms &amp; conditions of Contract.</p>	
24.	<p><b>Amendment of bidding documents</b></p> <p>BHEL Trichy may at its sole discretion amend the Bidding Documents at any time prior to the deadline for submission of bids. However in case of such amendment, the bid submission date may be extended at the discretion of BHEL Trichy.</p> <p>Amendments made prior to submission of bid will be provided in the form of addenda / corrigendum to the bidding documents and will be posted only on the BHEL website (<a href="http://www.bhel.com">http://www.bhel.com</a>&amp;<a href="http://www.tenders.gov.in">http://www.tenders.gov.in</a>) in tender notification section. Hence the bidders are requested to visit the web pages regularly for updates.</p>	
25.	<p><b>Service Level Agreement</b></p> <ol style="list-style-type: none"> <li>a) Bidder shall be responsible for continuous and smooth operations for the entire lease period.</li> <li>b) Water, Electricity and compressed air will be provided by BHEL at free of cost. Any other facilities, if required, will have to be arranged by the vendor</li> <li>c) The vendor shall post required number of Service Engineers at BHEL premises to ensure the 100% availability on monthly basis. In case the AC unit under break -down is not put back to operation or not replaced with equivalent AC unit in 24 hours 20% of the monthly rental charges of that AC unit will be deducted, and if the break-down exceeds 5 working days, 100% of the monthly rental charges will be deducted. In case break-down exceeds 10 working days BHEL reserve the right to cancel the contract for particular equipment and would make alternate arrangement, and all charges will be deducted from vendor's bill.</li> <li>d) As the vendor is responsible for the supply of consumables/spares and non-availability due to want of consumables/spares will be treated as downtime.</li> <li>e) Any problem referred by the user department shall be attended as per terms &amp; conditions 1.3(scope of work)</li> </ol>	
26.	<p><b>Confidentiality:</b></p> <ul style="list-style-type: none"> <li>➤ Vendor shall at all times undertake to maintain complete confidentiality of all information. Resident engineers and other connected people shall sign non-disclosure agreement format as specified in BHEL ISMS procedures.</li> <li>➤ Successful bidder shall sign Bipartite Lease Agreement as per BHEL format.</li> </ul>	
27.	<p><b>General Conditions</b></p> <ol style="list-style-type: none"> <li>1. Point by point confirmation for the Technical Specification enclosed to be provided. Offers received without confirmation to our specification will be liable for rejection. If needed additional sheets shall be used.</li> <li>2. The vendor shall supply, install, commission and maintain the ACs as per requirement, including supply of consumables &amp; spares for a period of four years.</li> <li>3. At the end of lease period, if BHEL decides to retain the equipment, vendor shall undertake AMC of the equipment for a minimum period of 2 years.</li> </ol>	

	<ol style="list-style-type: none"> <li>4. If vendor is not OEM, suitable back to back service agreement with OEM / Authorized service Dealer shall be entered by Vendor for the maintenance accordingly for the entire rental period and copy of the same shall be submitted to BHEL. Rental will start only after verification of the same.</li> <li>5. Vendor has to specifically verify that the offered products have no deviations from BHEL technical specification (As per annexure-D).</li> <li>6. Transportation and other related costs if any, for taking back the machines at the end of lease period shall be borne by the vendor.</li> <li>7. The rental charge and AMC rate will remain fixed during the lease period.</li> <li>8. The first Lease rental invoice shall be raised after completion of monthly basis from the data of installation and commissioning of all the ACs at the designated location in BHEL, Tiruchy. The installation and commissioning certificate shall be jointly signed by the User Department's representative and the Vendor's representative.</li> <li>9. Equipment offered shall be "New". Re-built / Re-conditioned / Used equipments will not be accepted. "Newness" certificate from OEM shall be furnished for all items.</li> <li>10. Prices shall be quoted item wise only as per the model format enclosed. An unpriced copy (both operating lease &amp; outright purchase) shall be submitted along with technical bid where in the applicable Taxes and Duties Shall be clearly specified</li> <li>11. <u>Insurance</u> for the complete Systems/Goods shall be arranged by the Vendor at his own risk and cost throughout the period of lease. Purchaser/Lessee, under any circumstances, will not be responsible for any loss/damage/theft of any Systems/goods, due to any reasons, whatsoever Claim(s) etc., if any, will be dealt with the underwriters directly by the Vendor. Evidence of insurance policy shall be submitted to BHEL. If the Vendor fails to renew the policy before the expiry, BHEL will effect the insurance from the lease rental.</li> <li>12. Incomplete offers will not be considered for further processing</li> <li>13. Fixed price: Prices quoted by the bidder shall be fixed and not subject to any escalation whatsoever during the period of bid validity and execution of the Purchase Order. A bid submitted with an adjustable price will be treated as non - responsive and rejected. Prices shall be written in words and figures. In the event of difference, the price in words shall be valid and binding. Unit prices shall be considered correct in the event of any discrepancy with regard to total price.</li> <li>14. The Bidder shall arrange for securely protecting and packing the stores to avoid loss or damages during transit.</li> <li>15. BHEL reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BHEL projects / units.</li> <li>16. BHEL shall be at liberty to reject or accept any tender, part or in full, at their own discretion and any such action is not liable for any question or claim against BHEL.</li> <li>17. All Equipments / Services including Personnel for carrying out the installation and commissioning of the Equipment shall be arranged by the bidder. If any Services is availed from BHEL, it is only on chargeable basis unless otherwise specified.</li> <li>18. The bidder shall provide necessary Test Certificates and Operating Maintenance Manuals etc., as called for in the Technical Specification, in the required number of copies at no extra cost.</li> <li>19. The Bidder shall arrange for boarding, lodging and logistics of onsite commissioning engineer and operations engineers.</li> <li>20. The monthly leased rental payment will commence only after: <ul style="list-style-type: none"> <li>➤ Successful commissioning of 260 nos. of ACs at BHEL Trichy and signing of commissioning certificate signed by individual user department.</li> <li>➤ Signing of Bipartite Lease Agreement</li> </ul> </li> </ol>	
<p>28.</p>	<p><b><u>Special Provisions for Micro and Small Enterprises (MSE)</u></b></p> <p>MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II (Entrepreneur Memorandum Part 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 per Annexure - II) applicable for the relevant financial year (latest audited), certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Offer/s received without these documents will lead to consideration of their offer at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier.</p>	

<b>29. Company Details &amp; Contact</b>	
Full Address of the company:	
Company Email ID:	
Phone No.:	
Fax No	
Pan No with copy	
CST /TIN No	
Service Tax No.	
Name of the contact person:	
Mobile No.:	
e-mail ID	
For any queries / clarifications the bidders may contact us through our FAX NO. +91 431 2520719 or through e-mail < <a href="mailto:srchandran@bheltry.co.in">srchandran@bheltry.co.in</a> > or < <a href="mailto:pgavictor@bheltry.co.in">pgavictor@bheltry.co.in</a> >	

NOTE:-

- a) Your specific acceptance to our Payment terms, LD clause and Risk Purchase Clause are essential for consideration of your offer. Otherwise your offer is liable for rejection.
- b) **No row shall be left blank. Please indicate NA, in case the item is “not applicable”**

**Declaration:-**

We have gone through and understood the ‘General guidelines & instructions to bidders for submitting offer’ enclosed as a part of the Tender and confirm that our offer has been made in line with the same.

(AFFIX OFFICIAL SEAL HERE)

Signature with date:

Name:

Designation:

Department:

(PLEASE AFFIX YOUR SIGNATURE WITH SEAL ON EACH PAGE)

(AFFIX OFFICIAL SEAL HERE)

Signature with date:

**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 on  
date..... 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

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.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant