



**Bharat Heavy Electricals Limited**  
**Electronics Division, Mysore Road, Bangalore – 560 026.**  
**Phone no: 080-2699 8232/8144**

## **TENDER DOCUMENT**

**NAME OF WORK: ANNUAL MAINTENANCE CONTRACT (AMC) OF AIR CONDITIONERS**

**Last date for submission of Quotation : 08.07.2013, @ 14:30 hrs,**

**Date & time of Tender opening : 08.07.2013, @ 14.45 hrs,**



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### **Notice Inviting Tender (NIT)**

1. Tender Reference : BHE/EDN /RR/GH/13-14
2. 02. Name of the work : comprehensive Annual Maintenance Contract (AMC) for 1.5 Ton Split and 2.0 Ton window Air Conditioners.
03. Period of contract : 02 Years
04. Estimated Cost : -----
05. Earnest Money Deposit : Not Applicable.
06. Last Date & Time for the : Before 2.30 PM on 08.07.2013 receipt of Completed tender.
07. Date & Time for : At 2.45 PM on 08.07.2013 Tender Opening (Technical Bid)
08. Place of submission of completed Tender: Tender document shall be dropped at C & PR tender box kept at Reception BHEL, Electronics Division, Mysore Road, Bangalore -26.

This tender document contains 14 pages including.

- a. Annexure-A (**scope of work**) Page No-3
- b. Annexure-B (**Terms and Conditions for the AMC of Air Conditioners**) Page No 4-7
- c. Annexure-C (**Special Conditions for the AMC of Air Conditioners**) Page No 8-11
- d. Annexure-D (**Technical-cum-Commercial bid**) Page no 12-13
- e. Annexure-E (**Price Bid**) Page no 14.

**Note:**

- ✓ The tenderer shall read the tender documents carefully and fill all the columns neatly. Incomplete tenders will be rejected.
- ✓ The tenderer shall return the duly filled in tender document after affixing signature on all pages.
- ✓ The Tenderers shall ensure and put
  - a. **“Technical cum Commercial bid (Part – I)”** & signed Doc of Annexure-A & B together in one cover along required support document.
  - b. **“Price bid (Part – II)”** in a separate cover. Quotations must be made in the letter head of the firm with complete address, Tele No., Mob No., PAN No., TAN No., Service Tax No. etc.

Both these covers (Part-I & Part-II) shall be separately sealed and then put together in a single cover and sealed.

All the sealed covers shall be properly identified with necessary information such as Tender reference, type of document put inside, date of tender opening to enable to open the correct document cover only.

**For BHARAT HEAVY ELECTRICALS LIMITED BANGALORE Division**

(Rajesh Ragiri)  
**Sr Engineer / C & PR**



## **SCOPE OF THE WORK**

### **I. The maintenance services will consist of :**

- a) Attending to complaints raised by BHEL EDN-Bangalore.
- b) The agency shall also carryout periodic preventative and corrective maintenance including external cleaning of equipment once in every month, during days and time convenient to BHEL EDN-Bangalore.
- c) The maintenance contract for the installed Air conditions system will include necessary repairs and replacement of defective/damaged parts, components & other accessories by **same make** at free of cost.

### **II. ROUTINE AMC SERVICES (ONCE IN 3 MONTHS):**

Routine maintenance services shall include at least the following services:

- a) Inspection and Cleaning /change of air filters.
- b) Checking and cleaning of evaporate & condenser coils & system.
- c) Inspection of electric terminals, clean and tighten connections, and apply a non-conductive coating if necessary.
- d) Checking the accuracy of the thermostat and adjust if necessary.
- e) Check for correct amount of refrigerant and charging of Refrigerant if need arises. Moreover test for refrigerant leaks using a leak detector.
- f) Capture any refrigerant that must be evacuated from the system, instead of illegally releasing it to the atmosphere.
- g) Replacement of component/components with the same make of Air conditioners (in-let and out-let Pipelines, electrical connections etc. found defective after the above checks and tests.

A mutually agreed maintenance schedule will be prepared before commencement of the AMC. Any delay beyond the agreed schedule will attract penalty of 0.5% of work order value per day of delay or part thereof subject to maximum deduction of 10% of the work order value.

### **III. ON CALL AMC SERVICES:**

On call AMC services shall include attending to any complaint any time of the year, on receipt of verbal/written complaint from BHEL EDN-BANGALORE Guest House. The response time should be within 8 hrs. & restoration time within 24 hrs, failing which by the vendor, a stand by machine would be provided.



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**Annexure-‘B’**

### **Terms and Conditions for the AMC of Air Conditioners.**

1. AMC will be for a period of **two years** commencing from the date of the Agreement
2. The service provider shall maintain adequate stock of required spare parts in the store in his nearest service centre.
3. The spare parts used for replacement shall be of **same make/** quality as installed in new air conditioner with warranty or guarantee of one year period.
4. The service provider shall maintain services log book / file containing maintenance report duly countersigned by BHEL EDN-BANGALORE Guest House official.
5. The details of Air conditioners installed in BHEL EDN-BANGALORE Guest House and Transit Flat is mentioned in BOQ. Bidders can visit to the BHEL-EDN Guest House and Transit Flat before quoting the price.
6. The quoted price shall be inclusive of all the expenses on account of excise duties, sales tax, VAT, transportation, handling insurance etc. as applicable **except service tax component** which is to be **shown separately** in the Financial Bid Annexure – “D”
7. Unsatisfactory performance of service will render this contract and will be terminated without notice if it required.
8. At the end of the two year contract period, the service provider shall **demonstrate satisfactory testing & operation** of all the Air conditioners.
9. It will be the sole responsibility of the Vendor to abide by the provisions of the following acts as to the workers engaged by him for performance of this contract
  - a. Employment of Children Act
  - b. Workmen Compensation Act
  - c. Contract Labour Abolition and Regulation Act 1970
  - d. Minimum Wages Act
  - e. Employees Provident Fund Act
  - f. Any other act or legislation which may govern the nature of the contract.
10. Any liability arising on BHEL EDN-Bangalore shall be deducted from the bills of the vendor and if the full amount is not recovered then the same shall be recovered from the security deposit of the Contractor.



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11. In the event of the vendor failing to execute the work under contract in whole or part an alternative arrangement will be made by BHEL EDN-Bangalore totally at the cost and risk of vendor besides any suitable penalty.
12. The vendor shall be liable to pay compensation for any loss and damage caused to the property of BHEL EDN-BANGALORE Guest House & Transit Flat by the vendor or his workers.
13. The vendor shall personally be responsible for the conduct of his staff and in case of any complaint against any staff. Vendor will be under obligation to change the worker when instructed by authority. The vendor shall observe all the laws and will be responsible for any prosecution or liability arising from breach of any of those laws. BHEL EDN-Bangalore will not hold any responsibility with regard to staff on the role of the vendor whatsoever.
14. In the event of any dispute arising out of or in connection with this vendor, whether during the subsistence of the contract the decision of BHEL EDN-BANGALORE shall be final.
  - a. **Dress Code:** The workers/supervisors should be properly dressed (preferably uniforms with company's logo) to be identified separately.
  - b. **Identity card:** The vendor must issue identity card to his workers / supervisors engaged by him.
15. Any action on the part of the tenderer to influence any officer of the BHEL or canvassing in any form shall make the tender liable for rejection.
16. Time is the essence of this contract. In case the vendor fails in fulfilling the obligations fully and in time, BHEL EDN- BANGALORE shall have the absolute right to take up the work at vendor's cost and risk and recover any and all such expenses from the amounts due to the Contractor including Security Deposit/Bank guarantee. BHEL EDN-BANGALORE shall have right to impose a penalty commensurate with the fault and if any, shall be deducted from the bill.
17. If it is observed at any stage that the quality of work is not satisfactory, the contract/work order as a whole will be terminated and security deposit will be forfeited. The vendor will have no claims whatsoever on the BHEL EDN-BANGALORE.
18. Vendor will be fully responsible for any accident or mishaps involving workers engaged by the vendor and the vendor would pay claims made on this part. The vendor shall indemnify the BHEL EDN-BANGALORE from any claims arising out of accidents, disabilities of any nature or death arising out of provisions under law, or any other nature in respect of all workers engaged by the vendor.
19. All letters posted to vendor on the address given by him will be considered to have been delivered in time.



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**20. TERMS OF PAYMENT:**

The release of payment will be made on Quarterly basis (at the end of third month) on production of Bill along with 'Satisfactory Service Certificate' from the Guest House official.

21. Merely submission of Quotation does not entitle the firm to forward its claim for awarding the AMC even if it has quoted the lowest rates. The AMC will be awarded to the eligible firm only after all the formalities as per the terms and conditions are complied with and valid documents are produced to the satisfaction of this office.

**22. Security Deposit:**

A **Security deposit** / Bank Guarantee for 10% of contracted value will have to be deposited by the vendor to whom the AMC is awarded before commencement of the contract. This will be refunded on the completion of the Annual Maintenance Contract. The Security Deposit will be forfeited if any of the condition of the contract is contravened besides any other action that may be taken against the contractor.

23. The sealed covers shall also be superscribed "**Quotation for Comprehensive AMC of Air conditioners**" and be addressed to the "**Senior Engineer –C&PR, Electronics Division, Bharat Heavy Electricals Limited, Mysore Road, Bangalore - 560 026.**"

**24. Indemnity:**

The contractor is liable to indemnify BHEL EDN-BANGALORE to the extent but not limited to any damages/loss arising out of mishandling of the machines, improper servicing, usage of Inferior quality of spares, poor workmanship etc.

**25. Removal of Machines:**

The vendor will not remove any machines or machines parts without prior approval of BHEL EDN-BANGALORE Guest House official. If it is required to take out any machines to contractor workshop, the vendor has to apply for the gate-pass well in advance in proper format and the same may be issued only after it is processed by the BHEL EDN-BANGALORE Guest House official.

**26. Cancellation of Contract:**

Notwithstanding any other provisions made in the contract, BHEL EDN-BANGALORE reserves the absolute right to terminate the contract after giving one month notice in writing, without assigning any reasons. The vendor shall raise no compensation or claim in the event of such cancellation. If at any later date, it is found that the documents and certificates submitted by the vendor are forged or have been manipulated, the work order issued to the vendor shall be cancelled and Security Deposit/Bank Guarantee issued to the BHEL EDN-BANGALORE shall be forfeited without any claim whatsoever on BHEL EDN-BANGALORE.



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**27. Taking over Air Conditioners for AMC Contract:**

The air-conditioners shall be taken over for AMC contract on “as and where installed” basis. The contractor shall ensure that all Air conditioners are in proper working conditions at the time of taking over. Any repairs required on air conditioners at the time of taking over for AMC contract shall be payable on chargeable basis after prior approval of BHEL EDN-BANGALORE.

The Contractor shall hand over all machines in working conditions to the coordinating officer of BHEL EDN-BANGALORE Guest House at the end of each contract period

**28. Qualifying Requirements for Procurement of AMC Service:**

Documentary proof needs to be submitted against Technical & Commercial requirements for qualifying vendors for the service categories given as under.

**28.1 Technical:**

Documentary proof against such execution of works as main contractor to be submitted such as copy of the Work Order, completion certificate from the client and unconditional acceptance for terms and conditions.

**28.2 Commercial:**

Vendor must submit documentary proof towards permanent EPF account and ESIC/WC Policy in its name. Proof of having Service Tax, TAN and PAN along with copies of certificates.

**28.3 Contracts/ Services:**

Type of contract	Technical Requirement	Commercial Requirement
Annual Maintenance Contract for Window and Split Air Conditioners	1) The firms must have similar experience of successfully undertaking the AMC of Air Conditioners. 2) Vendor must have successfully executed at least one similar work* Documentary proof (Copy of the W.O and its completion certificate from the client) 3) Unconditional acceptance for terms and conditions.	1) Vendor must provide Valid registration Number of the firm for the VAT/Service tax purpose. 2. Vendor must have a turnover of minimum 3.0 Lakhs in the immediately Preceding financial years. Vendor must submit documentary proof in the form of Audited Balance Sheet / Certificate from a Chartered Accountant.

\*Similar work is defined as experience of providing **ANNUAL MAINTENANCE CONTRACT OF AIR CONDITIONERS BEING OFFERED** in Offices/Guest House/hostel.



## **Special Conditions for the AMC of Air Conditioners**

### **29. BID OPENING AND EVALUATION**

#### **Bid Opening:**

Bids shall be opened in the office of the undersigned at BHEL-Electronics Division, Mysore Road, Bangalore 560026. Quarter-hour after the prescribed time for bid submission in the presence of the bidder’s representative who wish to be present.

**Part-I/Envelop No.1** (As per Annexure “D”): The bidder's names, general Technical/Commercial details and required document.

BHEL EDN-BANGALORE will examine the bids to determine whether they are complete, whether the bids have been properly signed and stamped and whether the bids are generally in order.

Fax / e-mail offer will be treated as defective, invalid and rejected. Only detailed complete bids received prior to the closing time and date of the bids will be taken as valid.

**Part-II/Envelop No. 2** (As per Annexure “E”): Contain the sealed financial bid. However, Financial bid of parties whose bid is found to be generally in order and substantially responsive shall be opened **either** at the Technical bid opening or at a subsequent date to be intimated in advance to such eligible bidders.

Only summary of prices quoted by the bidders will be read out. The bid of any bidder who has not complied with any of the instructions contained herein may not be considered.

30. **Process to be confidential:** After the public opening of bids, information relating to the examination, clarification, evaluation and comparisons of bids and recommendations concerning the award of Contract shall not be disclosed to bidders or other persons not officially concerned with such process. Any effort by the bidder to influence BHEL EDN-BANGALORE in the process of examination, clarification, evaluation and comparison of bids and decision concerning award of contract may result in the rejection of the bidder's bid.

31. **Clarification of Bids:** To assist in the examination, evaluation and comparison of bids, the BHEL EDN-BANGALORE may ask bidders individually for clarification of their bids, including breakdowns of unit prices. The request for clarification and the response shall be in writing at the mailing address or fax no. 080-26989217 or but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction or arithmetical errors discovered by the Institute during the evaluation of the bids.





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**32. Correction of Errors:**

Bids determined to be substantially responsive will be checked by the BHEL –EDN, BANGALORE for any arithmetical errors in computation and summation. Errors will be dealt by BHEL EDN-BANGALORE as follows:-

- a) Where there is discrepancy between amounts in figures and in words, amount in words will govern.
- b) Incorrectly added totals will be corrected.
- c) In case of any clerical error between the rates indicated in figures and words, the rate in words would prevail. In case there is any inconsistency between the rate and the value extended (after multiplication with the tender quantity), the rate quoted shall prevail.

If a bidder does not accept the correction of errors as outlined above, his bid will be rejected.

**33. AWARD OF CONTRACT:**

**Award Criteria**

BHEL EDN-BANGALORE will award the contract whose bid has been determined to be eligible and to be substantially responsive to the bid documents and who has offered the lowest evaluated bid of the total quantity of machines mentioned in the bill of quantities (BOQ) provided further that the bidder has the capability and resources effectively to carry out the contract works.

**34. Right to accept any Bid, to reject any or all Bids**

BHEL EDN-BANGALORE reserves the right to accept or reject any bid including the lowest and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the grounds for the BHEL EDN- BANGALORE action.

Notification of Award Prior to the expiration of the prescribed period of bid validity BHEL EDN-BANGALORE will notify the successful bidder in writing or by fax or e-mail that his bid has been accepted.

The notification of award will constitute the formation of the Contract upon the furnishing by the successful bidder of a performance security in accordance with the provisions.

**35. Signing of Agreement:**

Agreement to be entered in to by the successful bidder at his own cost in the format to be provided by the Contracting Officer within Four weeks from the date of award.



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**36. Security Deposit:**

The vendor has to furnish security of 10% of the contract value in the form of **Demand Draft(DD)** in favour of **BHARAT HEAVY ELECTRICAL LIMITED,ELECTRONIC DIVISION** payable at Bangalore on acceptance of the contract which shall be released at the time of expiry / non-renew / termination of the contract. The security amount is interest free and BHEL EDN-BANGALORE will also have the right to deduct any amount due from the contractor at the time of the closure of the contract.

**37. Commencement of Work:**

The vendor is required to start the work within seven days from the date of award of contract. In case it is found that the work has not been taken up within seven days from the date of acceptance of the tender or issue of the work order, BHEL EDN- BANGALORE as its sole discretion may cancel the work order and forfeit the Security Deposit.

**38. BILL OF QUANTITIES (BOQ):**

Sr NO	DESCRIPTION OF ITEM	MAKE/MODEL	QTY	capacity
1	Window Air conditioners	Videocon/VAW2434	24	2.0 Ton
2	Split Air conditioners	Videocon/ VASG 182 & VYS 53 GL	20	1.5 Ton

39. Failure to submit any of the document asked above would stand disqualified.

40. All quotations in the prescribed format should be submitted before the time and date fixed for the receipt of quotations. Quotations received after the stipulated time and date are liable to be **rejected**.

41. The bidder must ensure that the conditions laid down for submission of offer are correctly and completely fulfilled. The quotations found to be deficient in any respect shall be summarily rejected. Similarly, conditional offers and offers with terms and conditions inconsistent with those contained in this document shall be rejected.

**42. ARBITRATION:**

Except where otherwise provide for in the contract all questions and disputes relating to the meaning of the scope of work, terms and conditions herein. Before mentioned and as to quality of service or material used or as to any other question, claim, right, matter or thing whatever in any way arising out of or relating to the scope of work, terms and conditions, instructions, orders or these conditions or otherwise concerning the works,



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or the execution or failure to execute the same whether arising during the progress of the work or after the completion thereof shall be referred to the sole arbitration of the Head of the unit or to the sole arbitrator of some other person appointed by the Head of the Unit willing to act as such arbitrator. The case referred to the arbitration shall be other than those for which the decision of the AGM- C & PR is sought, in which case his decision is to be treated as final and conclusive. The contractor will have no objection if the arbitrator so appointed is an employer of BHEL and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference. The Arbitration to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, such Head of the unit as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

Subject as aforesaid the provision of the Arbitration & conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

It is term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under clause together with the amount or amounts claimed in respect of each such dispute.

The arbitrator (s) may from to time with consent of the parties extend the time, for making and publishing the award.

The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings.

The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

The arbitrator shall give a separate speaking award in respect of each or difference referred to him.

The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion.

The award of the arbitrator shall be final, conclusive and binding on all parties to this Contract.

43. **Contract Period:** Contract period is **TWENTY FOUR** months from the date of ordering.

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Annexure-D

**PART-1**

**TECHNICAL-CUM-COMMERCIAL BID**

(To be furnished by the Bidder)

Name of work: \_\_\_\_\_.

Tender Ref: \_\_\_\_\_.

**A) Information Part:**

S.N	Particulars	To be filled by Bidder
1.	Name of the Contractor /Firm	
2.	Address (Office)	
3.	Address (Residence)	
4.	Telephone Number	
	Residence	
	Mobile No.	
	Email id.	
	Mobile No.	
	Contact Person:	

cont...



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**B): Essential Criteria for Techno-Commercial Acceptance of Bid**

S.N	Particulars	To be filled by Bidder
1.	Experience Certificate for successfully completed similar works* during immediate last two years as mentioned below: (similar work* is defined as experience of providing annual maintenance contract of air conditioners being offered in offices/guest house/hostel) (copy of performance report from the organization Where the work is executed is to be enclosed. <b>Submission</b> of Work Order copy is not adequate).	<b>Enclosed / Not enclosed</b>
2.	Turnover of minimum 3.0 Lakhs in the immediately Preceding financial years. (Documentary proof in the form of Audited Balance Sheet / Certificate from a Chartered Accountant	<b>Yes/No</b> <b>Enclosed / Not enclosed</b>
3.	Proof of having Service Tax, TAN and PAN along with copies of certificates.	<b>Enclosed / Not enclosed</b>
4.	Whether Registered with ESI / PF Authority	<b>Yes/ No</b>
5.	If Yes, indicate PF Registration No.	<b>Enclosed / Not enclosed</b>
6.	If Yes, indicate ESI Registration No.	<b>Enclosed / Not enclosed</b>
7.	Security Deposit Clause as per NIT	<b>Acceptable/ Not Acceptable</b>
8.	Execution of the work fully as per scope of work & all general terms and condition in NIT	<b>Acceptable/ Not Acceptable</b>

**C): Other Conditions**

S.N	Particulars	To be filled by Bidder
1.	General Conditions of Contract & NIT	<b>Acceptable/ Not Acceptable</b>
2.	Contract period mentioned in NIT	<b>Acceptable/ Not Acceptable</b>
3.	Payment Terms defined in NIT	<b>Acceptable/ Not Acceptable</b>



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**Annexure-E**

**PART-II**  
**(Price Bid)**

Quotations are invited for AMC of air conditioners installed at our **Guest House and Transit Flat** at BHEL EDN-BANGALORE Township near Bunt Sangha, Chord Road, Vijay Nagar 2nd Stage Bangalore-560040.

SL. No	Particulars	QTY (No's)	Rates in Rupees
1.	Window Air conditioners: Make -Videocon Model- VAW2434 Capacity-2.0Ton	24	
2.	Split Air conditioners : Make-Videocon Model- VASG 182 & VYS 53 GL Capacity-1.5 Ton	20	
3.	Total amount of package		
4.	Applicable Taxes		
5.	<b>Grand Total(Including taxes) for AMC for two Years</b>		

Grand Total in words.....

Name of Firm .....

Signature.....

(Please note: Quotations must be made in the letter head of the firm with complete address, Tele No., Mob No., PAN No., TAN No., Service Tax No. etc.)

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