



Bharat Heavy Electrical Ltd
Electronics Division
Mysore Road, Bangalore-560026

Tender Document

Name of the work:

**Annual Maintenance Contract for
Window And Split Air Conditioners**

Opening Date: 13 – 03 – 2009.

This Tender document contains 32 pages



Phone: 26998578/
26989192

NOTICE INVITING TENDER

01. Tender Reference : BHEL/EDN /BL/ FS/PS-40, Dtd:18/12/2008
02. Name of the work : **Annual Maintenance Contract for Window and Split Air Conditioners**
03. Period of contract : 1 Year
04. Estimated Cost : Rs. 7 Lakhs
05. Earnest Money Deposit : Rs. 20,000/-
06. Last Date & Time for the receipt of Completed Tender. : **Before 3.00 PM on 13.03.2009**
07. Date & Time for Tender Opening (Technical Bid) : **At 3.15 PM on 13.03.2009**
08. Place of submission of completed Tender: Tender document shall be dropped at **FS&T tender box** kept at Reception BHEL, Electronics Division, Mysore Road, Bangalore -26.

This tender document contains **32** pages including the following.

I. Technical Bid : Pages from 1- 31 (part-I)

- a) Information part, essential criteria & other conditions
- b) Instructions to tenderers (Annexure-I)
- c) Terms and conditions.
- d) Scope of Work (Annexure-II)
- e) Questionnaire(Annexure-III)

II. Price Bid/ Price schedule : Page No - 32 (part-II)

- Note:**
1. The tenderer shall read the tender documents carefully and fill all the columns neatly. Incomplete tenders will be rejected.
 2. The tenderer shall return the duly filled in tender document after affixing signature on all pages.
 3. The Tenderers shall ensure and put "Technical cum Commercial bid (Part – I)" including "Instructions to Tenderers (Annexure-I)", terms & conditions, scope of work (Annexure-II) & Questionnaire (Annexure-III) together in one cover and "Schedule of Work / Price bid (Part – II)" in a separate cover. Both these covers 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.



Part-I

TECHNICAL-CUM-COMMERCIAL BID
(To be furnished by the Bidder)

Name of work : Annual Maintenance Contract for Window and Split Air Conditioners

Tender Ref : BHEL/EDN /BL/ FS/PS-40, Dtd: 18/12/2008

Contract period : One Year

A) : Information Part :

| Sl. No. | Particulars | To be filled by Bidder |
|---------|--|--------------------------|
| 1.0 | Name of the Contractor | |
| 2.0 | Address (Office) | |
| 3.0 | Address (Residence) | |
| 4.0 | Telephone Number | |
| | Office | |
| | Residence | |
| | Mobile No. | |
| 5.0 | Email id. | |
| 6.0 | Technical Staff Details (Use separate sheet if reqd.) | Furnished/ Not Furnished |
| 7.0 | Working Staff Details (Use separate sheet if reqd.) | Furnished/ Not Furnished |
| 8.0 | Plant & Equipment details (Use separate sheet if reqd.) | Furnished/ Not Furnished |



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

| S.N | Particulars | To be filled by Bidder |
|-----|--|----------------------------|
| 1.0 | Experience Certificate for successfully completed similar works during immediate last 7 years as mentioned below: (Similar work means AMC works of window and Split Air-conditioners) One work not less than 80% of the estimated cost of this NIT or Two works of not less than 50% of the estimated cost of this NIT or Three works of not less than 40 % of the estimated cost of this NIT (Copy of performance report from the organization where the work is executed is to be enclosed. Submission of Work Order copy is not adequate) | |
| 2.0 | Average Turn Over of the last three years (not less than 30% of the estimated cost of the NIT) | |
| 2.1 | Turn over - Previous financial year | Rs. |
| 2.2 | Turn over - 1 year before previous financial year | Rs. |
| 2.3 | Turn over- 2 years before previous financial year | Rs. |
| 3 | Solvency : (not less than the estimated cost of the NIT, Certificate from the Bank not older than one year to be furnished) | Furnished/ Not Furnished |
| 4.0 | Whether Registered with ESI / PF Authority | Yes/ No |
| 4.1 | If Yes, indicate PF Registration No. (Copy of last month contribution paid receipt to be enclosed) | Enclosed / Not enclosed |
| 4.2 | If Yes, indicate ESI Registration No. (Copy of last month contribution paid receipt to be enclosed) | Enclosed / Not enclosed |
| 4.3 | If No, Is the tenderer willing to pay the ESI and PF contribution for the subject work under BHEL Sub code, subject to BHEL Terms and conditions. | Yes/No |
| 6.0 | Security Deposit Clause as per NIT | Acceptable/ Not Acceptable |
| 7.0 | Execution of the work fully as per scope of work & all terms and condition of work in NIT | Acceptable/ Not Acceptable |



C) : Other Conditions:

| | | |
|-----|---|----------------------------|
| 1.0 | Is the cost of Tender document fee paid. (If the Tender document is downloaded from BHEL Website, Is the Tender document fee enclosed with the Techno Commercial Bid in the form of DD drawn in favour of “BHEL EDN, Bangalore”) | Yes/ No |
| 2.0 | Form of EMD furnished (Cheque is not acceptable) | DD/ Pay Order |
| 2.1 | Cash (receipt No. and Date) | |
| 2.2 | DD Particulars | |
| 3.0 | General Conditions of Contract & NIT | Acceptable/ Not Acceptable |
| 4.0 | Contract Period of Completion mentioned in NIT | Acceptable/ Not Acceptable |
| 5.0 | Payment Terms defined in NIT | Acceptable/ Not Acceptable |



ANNEXURE – I

INSTRUCTIONS TO TENDERERS

Name of work: Annual Maintenance Contract for window and Split Air Conditioners.

1. Sealed Tenders for the above noted works are hereby invited from Contractors experienced in works of similar kind and magnitude.
2. Tenders should be addressed to DGM (FS), Electronics Division, Bharat Heavy Electricals Limited, Mysore Road, Bangalore – 560 026. The full name and address of the tenderer, name of the work and the date of opening should be indicated on the cover.
- 2.1 The local address of the Contractor, the name of the person to whom all the correspondence are to be addressed should be indicated with telephone number (both office and residence), FAX /e-mail address, Mobile phone No. etc.
3. All entries in the tender documents should be in the same ink. Erasures and over writing are not permitted. The tenderer concerned with proper indication of the name, designation and address of the person signing should duly sign all cancellations and insertions.
4. Tenderers shall fill in all the required particulars in the blank spaces provided for this purpose in the tender documents and also sign each and every page of the tender document including the drawings (wherever applicable) attached there to before submitting tender.
5. Unit rates should be quoted in figures as well as in words in Indian Currency only i.e. Rupees and Paisa with reference to each item and for all the items shown in the attached schedule. The rates shall include all taxes and duties payable on account of Service Tax, Sales Tax etc., and also expenses towards PF and ESI contributions (see clauses 8, 39 and Annexure 'B'). The tenderers shall fill amount of each item and the total on each sheet as also the grand total amount of the whole contract.
6. In case the rate quoted in figures differs from those quoted in words, the lower of the rates will be taken as the tendered rate and shall be binding on the tenderers.
7. In quoting their rates, the tenderers are advised to take into account all factors including any fluctuations in market rates. No claim for enhanced rates will be entertained on this account after acceptance of the tender or during the currency of the contract.



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8. The rates to be quoted by the tenderer shall be firm and shall cover and include all statutory levies arising from Acts, passed by Parliament or by State legislature and rules framed there under. The rates shall further be deemed to include statutory levies arising from such Acts, Central or State, which may come into force, subsequent to submission of tenders. The tenderer shall note that no claim for enhancement of rates, on the ground that existing statutory levies have been increased or that new statutory levies have come into effect after tender, or on any other ground, will be entertained on any account.
9. (a) The rates quoted in the tender shall remain valid for a period of 'THREE MONTHS' from the date of opening of tender.

(b) Tenderer shall not increase their quoted rates, once the tenderer has submitted his quotation and during execution of the contract in case his tender is accepted.
10. Quantities shown in the attached schedule are only approximate and are liable to variation without entitling the Contractor to any compensation, provided the total value of the contract does not vary by more than 20 % (twenty percent).
11. Before tendering, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions, position of materials and labour. They should be well versed with BHEL General Conditions of Contract, Instructions to tenderers, drawing wherever applicable and specifications and all other documents which form part of the agreement to be entered into subsequent to award of work. The tenderers shall specially note that it is the tenderer's responsibility to provide any item which is not specially mentioned in the specification or drawing, but which is necessary to complete the work.
12. Should a tenderer find discrepancies or omissions in the drawings wherever applicable / Specifications / Scope of work / Terms & Conditions attached to the tender documents or should be in doubt as to their meaning, he should at once address to the authority inviting the tender for clarifications.

Every endeavor is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
13. In the event of tender being submitted by a firm, the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of Attorney on behalf of the firm concerned. In the latter case, a copy of the power of attorney duly attested by a Gazetted officer must accompany the tender.
14. In case, the date of tender opening falls on Holiday, the tender will be opened on the next working day



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15. Every tender must be accompanied by deposit receipt for the amount mentioned as Earnest Money Deposit. This earnest money will be refunded to the unsuccessful tenderers after finalization of the award of work. In the case of successful tenderer, the earnest money will be retained as part of the Security Deposit for satisfactory completion of the work in accordance with Clause – 16 of the BHEL General Conditions of the Contract. Tenders without Earnest Money Deposit receipts are liable to be rejected. No interest will be paid on the earnest money deposits.
16. The Earnest Money Deposit shall be submitted along with Technical bid and may be furnished in any of the following forms:

- (a) Cash
- (b) Pay Order / Demand Draft

If the tenderer has downloaded the Tender document directly from the website then the DD towards the cost of tender document should be enclosed with the Technical bid.

17. Unless the Contractor whose tender is accepted signs the contract agreement within fifteen days (15 days) of the date of the order directing him to do so, the amount of Earnest Money already deposited by him may be forfeited and acceptance of his tender withdrawn.
18. If, after opening of tenders, a tenderer revokes his tender or increases his earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the instructions of Engineer-in-charge, the Earnest Money Deposited by him will be forfeited and acceptance of his tender withdrawn. If only a part of the work included in the tender had been awarded to the tenderer, the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.
19. BHARAT HEAVY ELECTRICALS LIMITED reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason thereof. In the case of acceptance of a part of tender, the time for completion may also be reduced to the extent considered appropriate by the accepting authority.
20. Conditional and unsigned tenders, tenders containing absurd rates and amounts, tenders which are incomplete or otherwise considered defective, tenders who are not in accordance with the tender conditions laid down by the Accepting Officer and tenders not submitted in the prescribed forms are liable to be rejected.
21. The contractors who are not on the approved list of contractors of this organization must submit the following testimonials simultaneously with their tenders. These testimonials shall be signed by the person (s) issuing the same indicating their name, designation and full address.



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- i. A certificate to establish that the tenderer is an independent contractor working on his own.
- ii. At least 2 certificates from responsible officers of Government or firms of repute, regarding the tenderer's capacity to undertake and carryout the work tendered for / similar work satisfactorily.
- iii. A certificate from a Bank of standing or magistrate regarding the tenderer's financial position.

Note: (a) Copies of testimonials unless attested by a Gazetted Officer will not be accepted.

(b) Non – submission of the above testimonials simultaneously with the tenders may result in the tenders being rejected.

22. The tenders should be accompanied by a list of contracts already held by the Contractor at the time of submitting the tender and giving the following particulars:
 - (a) Name of work, value and address.
 - (b) The balance work remaining to be done on the same.
23. Tenders submitted by post should be sent by "Registered Post with Acknowledgement due". These should be posted with due consideration for any delay in postal delivery. Tenders received after the due date of opening of tenders are liable to be rejected.
24. The Contractor's responsibility under this contract shall commence from the date of receipt of the order or acceptance of his tender.
25. If a tenderer expires after the submission of his tender or after the acceptance of his tender, BHEL may, at their discretion, cancel such tender. If a partner of the firm expires after the submission of the Tender, after the acceptance of the Tender, BHEL may cancel such Tender at the discretion unless the firm retains its character (s).
26. BHARAT HEAVY ELECTRICALS LIMITED will not be bound by any power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. They may however, recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
27. If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage. Further the tenderer will be liable for any damage caused.
28. Words imparting the singular number shall be deemed to include the plural number and vice-versa where the context so requires.



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29. The General and Special Conditions of Contract are complementary to each other and where they are in conflict, the special condition shall prevail.
30. The expenses for completing the stamping the agreement shall be paid by the contractor.
31. Any covering letter and comments of the Contractor should be submitted in duplicate along with the offer.
32. The Contractor shall provide all the materials needed for trial run, testing including chemicals, and consumables etc which are not covered in the Price Bid. In quoting their rates, the Contractors are advised to take into account the cost of the above materials.
33. Should a tenderer or a contractor on the list of approved contractors have a relative or in the case of firm or Company of Contractors any of its share holder's relative is employed in a Gazetted Capacity in the Electronics Division of Bharat Heavy Electricals Limited, Bangalore – 26, the authority inviting tenders shall be informed of this fact at the time of submission of the tender, failing which tender may be disqualified or if such a fact subsequently come to light, the relevant provisions of the General Conditions of Contract will apply.
34. These 'INSTRUCTIONS TO TENDERERS' & 'GENERAL CONDITIONS OF CONTRACT OF BHEL' shall be deemed to form an integral part of the contract agreement for the work to be entered into. In cases of variation between the two in any matter, the conditions in the 'THE INSTRUCTIONS TO TENDERERS' shall prevail. Extracts of some of the important clauses of BHEL G.C.C are enclosed (Annexure containing extracts of clauses 20, 38 and 58 of BHEL GCC). The contractor has to obtain, at his cost, a copy of the BHEL GCC, scrutinize the same, and when submitting his tender, indicate his acceptance of BHEL GCC in the proforma enclosed at Annexure 'A'.
35. All operations to be carried out by the Contractor during the execution of the contract such as drilling, welding etc., shall be done with proper equipment brought by the tenderer. Suitable power point will be provided and tapping from the power point to equipment shall be done using proper size of cable, equipment and after getting approval of connections from our Engineer-in-charge.
36. The Contractor shall comply with the provision of Employees Provident Fund and Miscellaneous Provisions Act 1952 and rules, regulations and other orders issued there under. He, as an employer, shall be liable to pay employer's contribution/deductions towards PF under the PF Act in respect of all labour employed by him, for the execution of the contract in accordance with the provisions of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 as amended from time to time. For this purpose he shall indicate the code number obtained from the Regional Provident Fund Commissioner or he should obtain a code number if he has not and produce the Photostat copy of the challan / receipt of monthly remittance of the contribution made by him to the PF Commissioner. Final payments due to him will be released only on production of a



“No due certificate” from the Regional Provident Fund Commissioner wherever applicable. He shall also furnish such returns as are due, under the Act, to be sent to the appropriate authorities through the Principal Employer”.

- 37 The Contractor should get himself registered with the E.S.I. Authorities as an independent Employer, obtain a separate code number and remit the dues in respect of the labour employed by him for the work and produce the Challans / Receipts of remittance of the ESI contributions due under the E.S.I. Act to the Company authorities. He shall also furnish such returns, as are due, under the Act, to be sent to the appropriate authorities through the Principal Employer.
- 38 If any action is brought in by P.F. Commissioner/ESI authorities on BHEL for the work done by the Contractor for his labourers regarding PF/ESI amount due, short remittances, non remittances etc., the Contractor shall defend the case on behalf of BHEL and/or reimburse BHEL the expenses so incurred.
- 38.1 If applicable, the Contractor shall apply and obtain license under Contract labour (R&A) Act 1970 and comply with the relevant provisions of this Act in respect of the labour employed by him for executing this contract. The Contractor shall furnish necessary returns to the authority through the Principal Employer.
- 39 If applicable, the Contractor shall insure all his labourers and materials. Any claim by his employees for the damages shall be settled by the contractor even action is against BHEL or to reimburse the legal expenses incurred by BHEL
- 40 Any action brought in by anybody on BHEL regarding patent, right etc., used by contractor in execution of work shall be defended by the contractor and /or reimburse to BHEL the cost of the same.
- 41 Contractor shall produce necessary records, documents, explanation whenever he is called upon to do, by any Government. Agencies like ESI, PF, VIGILANCE etc.,

42 **TERMS OF PAYMENT:**

Payment will be made on Bi-monthly basis against Invoice after satisfactory Services of each Bi-monthly service.

43 **SECURITY DEPOSIT**

- 43.1 The successful tenderer shall deposit the Security deposit before start of the work. The rate of Security deposit will be as below.

| | |
|--------------------------------------|--|
| Upto Rs. 10 Lakhs | 10 % |
| Above Rs. 10 Lakhs upto Rs. 50 Lakhs | Rs. 1 Lakh + 7.5% of the amount exceeding Rs. 10 Lakhs |
| Above Rs. 50 Lakhs | Rs. 4 Lakhs + 5 % of the amount exceeding Rs. 50 Lakhs |



43.2 Security deposit may be furnished in any one of the following forms

- i) Cash (as permissible under the Income Tax Act)
- ii) Pay Order, Demand Draft in favour of BHEL
- iii) Local Cheques of scheduled banks, subject to realization.
- iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back)
- v) Bank Guarantee from scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL.
- vi) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C. BHEL, duly discharged on the back.
- vii) Security Deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of Security Deposit shall be deposited before start of the work and the balance 50% may be recovered from the running bills.

EMD of the successful tenderer shall be converted and adjusted against the security deposit.

The Security deposit shall not carry any interest.

NOTE: Acceptance of Security Deposit against Sl. No. (IV) and (VI) above will subject to hypothecation or endorsement on the document in favour of BHEL-EDN. However, BHEL will not be liable or responsible in any matter for the collection of interest or renewal of the documents or in any other matter connected therewith.

44) EXTRA ITEMS

No extra items of work shall be carried out by the contractor other than those authorized to do so in writing by the engineer for any such item of work executed by as per instruction of engineer, the rates will be fixed on the basis indicated under clause 50 of BHEL GCC.



TERMS & CONDITIONS

01. The contract is for a period of one year. However based on the satisfactory performance, the contract will be extended for one more year.
02. The offer shall be submitted in two parts
 - a) Technical and Commercial Bid (Part-I)
 - b) Price Schedule (Part-II)

The technical & commercial bid should not include prices.

Prices shall be quoted in the price Schedule as per the Part-II

The technical bid shall cover all the technical details like

- (i) The Experience of the contractor – The tenderer should have experience in the similar works of AMC for Window & Split Air conditioners.
 - (ii) The list of technical personnel in your organization with their qualification & experience in the field.
 - (iii) The infrastructure available with them.
 - (iv) The certificates received from the Government / Reputed organizations for having taken up similar work of equivalent value.
 - (v) The list of clients with their addresses, contact persons.
 - (vi) The list of works being done at present with the details of Contact persons and addresses.
 - (vii) The EMD in the form of DD drawn in favour of “**Bharat Heavy Electricals Limited, Electronics Division**” (EMD shall be enclosed along with Technical Bid only.)
 - (viii) The details of the tenderer’s office in Bangalore (within 50 KMs radius of BHEL) with the full address, Phone No., FAX No, Mobile No. The offer of the tenderers who do not have local office will not be considered. If the tenderer gives wrong information, then the EMD submitted by the tenderer will be forfeited.
03. The contractor shall comply with all statutory regulations like ESI, PF Contract Labour License (if applicable), Minimum Wages Act etc.
 04. The rate quoted shall include the wages payable to the employees, Statutory Charges like ESI, PF, Bonus, Holiday & EL wages, Taxes, Cost of Uniform and Safety appliances etc., while quoting the rate; the contractor shall take into account, the implication of probable revision in the minimum wages also.



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05. The contractor shall obtain necessary entry passes for their mechanics and issue to them.
06. The contractor shall maintain all the records w.r.t. ESI, PF, Wages & Attendance.
07. Payment will be made once in a Bi-month, on submission of Bi-monthly bill, against the certification by Supervisor / Executive in charge, within 30 days.
Please note that the following documents shall be submitted along with the First Running Bill.
- (a) Attendance sheet, wage register for the month, duly signed by the Engineer in charge of the contractor.
 - (b) ESI & PF Statement as per the formats prescribed by BHEL.
 - (c) ESI & PF Challan.
 - (d) Delivery Challan for having supplied the Uniform & Safety Items and proof for having issued the same to their employees.
 - (e) Receipt / Proof for having paid Security Deposit amount.
- Please note that the following documents shall be submitted along with the subsequent Running Bill.
- (a) Attendance sheet and Wage Register for the month duly signed by the Engineer in charge of the contractor.
 - (B) ESI & PF Statement as per the formats prescribed by BHEL.
 - (c) ESI & PF Challan.
08. Please note that deductions will be made from the bill payable to the Contractor, in case the contractor fails to carry out the required services in time .
09. The tenderer shall fill up the questionnaire as per Annexure - III and enclose along with Technical Bid.



ANNEXURE – II

SCOPE OF WORK

I) Details of AC's Proposed for AMC:

| <u>Window Air Conditioners</u> | | |
|---------------------------------------|------------------------|------------|
| Sl.No. | Make | Qty |
| 1 | Arco (1.5TR) | 15 |
| 2 | Carrier (1.5TR) | 08 |
| 3 | Fedders-Loyyad (1.5TR) | 43 |
| 4 | Godrej (2 TR) | 06 |
| 5 | Usha (1.5 TR) | 05 |
| 6 | Videocon (1.5 TR) | 19 |
| 7 | Videocon (2 TR) | 74 |
| | TOTAL | 170 |

| 3 Tons Multi split Air Conditioners. | | |
|---|---------------|------------|
| Sl.No. | Make | Qty |
| 1 | Fedders-LLoyd | 25 |
| 2 | Godrej | 18 |
| | TOTAL | 43 |

| 1.5 Tons Single split Air Conditioners. | | |
|--|---------------|------------|
| Sl.No. | Make | Qty |
| 1 | Fedders-LLoyd | 5 |
| 2 | Videocon | 10 |
| 3 | Godrej | 43 |
| | TOTAL | 58 |



II) The Scope of works includes the following

This is a comprehensive contract i.e. the rate indicated in the schedule includes cost of spares, consumable like refrigerant gas, cost of factory reconditioned (authorized service agents from the manufactures) / new compressors, Rewinding / new fan motors, blower, front panel, grills etc and labour charges for attending to the preventive maintenance and breakdown works.

The contractor shall maintain a minimum stock of spares and consumables at their works to reduce the down time.

The contractor shall depute required / adequate number of manpower for carrying out breakdown and preventive maintenance works.

The break down shall be attended on the same day of receipt of complaint from BHEL, if spares are required for the completion of the breakdown the same shall be completed within 48 hour of receipt of the complaint from BHEL.

All the statutory requirements as called for by the labour Department, Government of Karnataka, are to be fulfilled in respect of PF, ESI and Safety etc. your personnel working within BHEL premises should be covered under the above schemes. You shall furnish the ESI and PF codes of your company.

Your service personnel should take adequate safety precaution and use necessary safety equipments during repairs / servicing works.

Any damage that may be caused to men and assets of our company by your personnel shall be made good at your cost.

You are requested to abide by our security Rules that are in force from time to time, to get access to our premises.

Returnable materials such as tools, equipments and replacement spares etc brought inside our premises shall be entered at our check post to enable you to take them back after the completion of works.

All the materials such as Spares / consumables etc required for service / maintenance work shall be brought with necessary delivery challans, duly endorsed by our security, at the materials gate and hand over to us.

Your service personnel have to report to the Executive in Charge / Supervisor in charge immediately after entering into our factory premises, and before taking up of any service / Repair works .The work shall be commenced with prior permission only.

The contractor shall also depute his engineer, at least once in a week, to visit the plant and give technical guidance to the mechanic to maintain the Air Conditioners to achieve the desired results. The contractor's engineer shall submit weekly report after visiting the premises.



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The contractor shall depute alternate Mechanics if the regular mechanics are on leave / absent / compensatory off.

Following preventive maintenance works to be carried out Bi- monthly and report to be submitted to the Engineer- in- charge immediately after completion of each service.

- a) Cleaning of front panel, including grills and replacement of the same, if necessary
- b) Checking of fan motor mounting bolts and tightening of the same.
- c) Checking the fan motor and compressor for its healthiness and repair / replacement if necessary.
- d) Lubrication of the fan motor.
- e) Checking of display unit of Evaporator of Split Air conditioners and rectification of the same if necessary.
- f) Checking of wiring for its healthiness and tightening of any loose connections and replacement if necessary.
- g) Cleaning of cooling coil Bi-monthly by eco- friendly chemicals.
- h) Checking for leakage of refrigeration gas, arresting of the leakage if any and topping of the gas if required. Care to be taken to prevent Leakage of refrigeration gas into the atmosphere through regular check up.
- i) In the case of compressor failure the same shall be replaced with the factory reconditioned or authorized service agents /new compressors.
- j) In case of motor failure the same shall be rewounded / replaced with new one.
- k) Checking of capacitor and the contactors for its healthiness and replacement, if required.
- l) Recording the parameters such as grill temperature, current drawn and room temperature before and after preventive maintenance works.
- m) Checking of remote, PCB, Mother board and all wiring of Split Air conditioners for its healthiness, and replacement if required.
- n) Cleaning of the filters and damaged filter if any, to be replaced by new filters.
- o) Replacement/reconditioning of the compressor or Fan motor shall be carried out as per the direction of Engineer in-charge of BHEL.
- p) All the spares and consumables required for preventive maintenance and Breakdown works shall be covered in your offer.



ANNEXURE – III

Subject : Comprehensive Annual Maintenance Contract for Window and Split Air conditioners.

Questionnaire to be answered by the tenderer by ticking the suitable boxes

| SL. No. | Description | Yes | No |
|---------|--|-----|----|
| 01 | Whether the tenderer has understood the scope of work and agrees to deploy manpower as indicated in the tender. (If there is any clarification required, the same may be got cleared from the Executive in charge, before submitting the offer.) | | |
| 02 | Whether the tenderer has agreed to all Terms & Conditions given in the tender. (If there is any deviation, the same may be mentioned in separate sheet. | | |
| 03 | The contract is for a period of one year. However, based on the satisfactory performance, the contract will be extended for one more year at the same rates, terms and conditions. | | |
| 04 | Whether the tenderer has Service Tax registration No. (Please indicate the same) | | |
| 05 | Whether the tenderer agrees to Pay Wages as per Minimum wages Act, EL Wages, Holiday Wage as per Karnataka Factory Rules. (Necessary proof should be submitted while claiming running bill and final bill) | | |
| 06 | Whether the tenderer has agreed for deduction of amount towards failure of manpower deployment at the rate mentioned in the tender. | | |
| 07 | Whether the tenderer agrees to give validity of offer for 3 months from the date of opening of technical bid. | | |
| 08 | Whether the tenderer agrees for the payment terms mentioned in the tender. | | |
| 09 | Whether the tenderer has agreed to submit EMD of Rs. 20,000/- and has submitted the same along with technical bid. (if not enclosed the tender will not be considered) | | |
| 10 | Whether the tenderer has agreed to submit Security Deposit immediately after receipt of the work order as mentioned in the tender | | |



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| SL. No. | Description | Yes | No |
|----------------|---|------------|-----------|
| 11 | Whether the tenderer has agreed to insure all his labours. | | |
| 12 | Whether the tenderer has enclosed the list of clients with addresses & contact person. | | |
| 13 | Whether the tenderer has enclosed the certificates received from Government / Reputed organization for the similar work done. | | |
| 14 | Whether the tenderer has enclosed the list of technical personnel their qualification and experience that will be deployed for this work. | | |
| 15 | Whether the tenderer has indicated the address of their local office in Bangalore along with the phone no. & fax no. The offer of the tenderer who do not have local office will be rejected. | | |
| 16 | Whether the tenderer has enclosed the copy of Power of Attorney (if applicable). | | |
| 17 | Whether the tenderer has enclosed the certificate to establish that the tenderer is an independent contractor working on his own. | | |
| 18 | Whether the tenderer agrees to supply and issue 2 sets of uniforms and Safety appliances like safety shoes, Etc for our employee. | | |



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ANNEXURE: 'A'

GENERAL CONDITIONS OF CONTRACT

It is hereby agreed by me/us that the BHEL General Conditions of Contract including subsequent amendments/ additions/deletions to clauses if any, and conditions pertaining the settlement of disputes by Arbitration from an integral part of the tender documents and that the tender submitted by me/us is subject to the aforesaid BHEL General Conditions of Contract which has been read and accepted by me/us.



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ANNEXURE 'B'

CLAUSE 20 OF GENERAL CONDITIONS OF CONTRACT

LABOUR

The Contractor shall employ labour in sufficient numbers either directly or through sub-contractors to maintain the required date of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer-in-charge. The contractor shall not employ in connection with the works any person who has not completed his eighteen years of age.

The Contractor shall furnish to the Engineer-in-charge at the intervals specified by him, a distribution return of the number and description by trades of the workpeople employed on the works. The Contractor shall also submit on the 4th and 19th or every month to the Engineer-in-charge a true statement showing in respect of the second half of the preceding month and the first half the current month (i) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (ii) the number of female workers who have been allowed maternity benefits as provided in the maternity benefit Act, 1961 or Rules made there under and the amount paid to them.

The Contractor shall pay to labour employed by him either directly or through sub-contractors wages not less than fair wages as defined in the Contractor's Labour Regulations.

The Contractor shall in respect of labour employed by him either directly or through sub-contractors comply with or cause to be complied with contractor's labour Regulations in regard to all matters provided therein.

The Contractor shall comply with the provisions of the payment of wages Act, 1936, Minimum Wages Act, 1948, Workmen's Compensation Act 1923, Industrial Disputes Act, 1947, Maternity Benefit Act 1961, or any modifications thereof or any other law relating there to and rules made there under from time to time.

The Contractor shall be liable to pay his contribution and the employees' contribution of the State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of "The Employees, State Insurance Act, 1948," as amended from time to time. The Contractor shall apply to the ESI Authorities, get himself registered with them and obtain a code Number. He shall pay the remittances towards PF under his Code Number only.



The Engineer-in-charge shall on a report having been made by an Inspecting Officer as defined in the Contractor's Labor Regulations have the power to required for making good the loss suffered by a worker or workers by reason of non fulfillment of the conditions of the contract for the benefit of workers, non-payment for wages or of deductions made from his or their wages which are not justified by the terms of the Contract of non observance of the said Contractor's Labour Regulations.

The Contractor shall indemnify the BHEL against any payment to be made under and for observance of the Regulations aforesaid without prejudice to his right to claim indemnity from these sub-contractors.

In the event of the Contractor committing a default or breach of any of the provisions of the aforesaid contractor's Labor Regulations, as amended from time to time or furnishing any information or submitting or filling any from /Register /Slip under the provisions of these Regulations which is materially incorrect then on the report of the Inspecting Officers as defined in the Contractors Labor Regulations, the Contractor shall without prejudice to any other liability pay to the BHEL a sum not exceeding Rs. 50/- as liquidated damages may be enhanced to Rs. 50/- per day for each day of default subject to a maximum percent of the estimated cost of works put to tender. The Contractor shall defend the case by himself any action brought in by such Government Agencies for non-compliance of any Labor Regulations and/or reimburse the expenses incurred by BHEL in this regard.

The Engineer-in-charge shall deduct such amount from bills or security deposit of the Contractor and credit the same to the welfare fund constituted under Regulations. The decisions of the Engineer-in-charge in this respect shall be final and binding.

MODEL RULES FOR LABOUR WELFARE

The Contractor shall at his own expense comply with or cause to be complied with model Rules for labor Welfare as appended to these conditions or rules framed by Government from time to time for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case the Contractor fails to make arrangements as aforesaid the Engineer-in-charge shall be entitled do so and recover the cost thereof from the contractor.



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SAFETY CODE

**RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF
SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT**

- a. Before commencing the work, contractor submits a “SAFETY PLAN” to the authorized BHEL Official. The ‘Safety Plan’ shall indicate in detail the measure that would be taken by the contractor to ensure safety of men, equipment, material and environment during execution of the work. The plan shall take care to satisfy all requirements specified hereunder. The contractor shall submit safety plan along with his offer. During negotiations before placing of work order and during execution of the contractor BHEL shall have right to review and suggest modification in the Safety Plan. Contractor shall abide by BHEL decision in this respect.
- b. The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per direction of BHEL or its authorized officials to prevent loss of human lives, injuries to personnel engaged, and damage to property and environment.
- c. The contractor shall provide to its work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorized BHEL officials:-
 - i. Safety Helmets conforming to IS – 2925: 1984.
 - ii. Safety Belts conforming to IS – 3521: 1983.
 - iii. Safety Shoes conforming to IS – 1989:1978
 - iv. Eye and Face Protection devices conforming to IS – 8520: 1977
1. and IS – 8940: 1978.
 - v. Hand and body protection devices conforming to:
 1. IS – 2573: 1975
 2. IS – 6994: 1973
 3. IS – 8807: 1978
 4. IS – 8519: 1977.
- d. All tools, tackles, lifting appliances, material handling equipment scaffolds, cradles, safety nets, ladders, equipments etc. used by the contractor shall be of safe design and construction. These shall be tested and certificate of fitness obtained before putting them to use and from time to time as instructed by authorized BHEL official who shall have the right to ban the use of any item.
- e. All electrical equipment, connections and wiring for constructions power, its Distribution and use shall conform to the requirement of India Electricity Act and Rules. Only electricians licensed by the appropriate statutory authority shall be employed by the contractor to carry out all types of electrical works. All electrical appliances including portable electric tools used by the contractor shall have safe plugging system to source of power and be appropriately earthed.



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- f. The Contractor shall not use any hand – lamp energized by electric power with supply voltage of more than 24 Volts. For work in confined spaces, lighting shall be arranged with power source of not more than 24 Volts.
- g. The contractor shall adopt all fire safely measures as laid down in the “Code for Fire Safety at Construction sites” issued by the Safety Department of the Construction management (HQ) of BHEL and as per directions of the authorized BHEL official. A copy of the above referred “Code of Fire Safety at Construction Sites” shall be made available by BHEL to the contractor for reference, on demand by the contractor, during tendering stage itself.
- h. Where it becomes necessary to provide and/or store petroleum Products, explosives, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall be responsible for carrying out such provisions and/or storage in accordance with the rules and regulations laid down in the relevant government acts, such as Petroleum Act, Petroleum and Carbides of Calcium manual of the chief controller of Explosives, Govt. of India. etc., prior approval of the authorized BHEL official at the site shall also be taken by the contractor in all such matters.
- i. The contractor shall arrange at his cost (wherever not specified) appropriate illumination at all work spots for safe working when natural daylight may not be adequate for clear visibility.
- j. The contractor shall be held responsible for any violation of statutory regulations local, state or central and BHEL instructions, that may enrage safety of men, equipment, material and environment in his scope of work or another contractor’s or agencies. cost of damages if any, to life and property arising out of such violation of statutory regulations and BHEL instructions shall be borne by the contractor.
- k. In case of a fatal or disabling injury accident to any person at construction sites due to lapses by the contractor, the victim and/or his/her dependents shall be compensated by the contractor as per statutory requirements. However, if considered necessary, BHEL have the right to impose appropriate financial penalty on the contractor and recover the same from payments due to the contractor for suitably compensating the victim and/or his/her dependents. Before imposing any such penalty, appropriate enquiry shall be held by BHEL giving opportunity to the contractor to present his case.
- l. In case of any damage to property due to lapses by the contractor, BHEL shall have the right to recover cost of such damages from payments due to the contractor after holding an appropriate enquiry.
- m. In case of any delay in the completion of a job due to mishaps attributable to lapses by the contractor, BHEL shall have right to recover cost of such delay from payments due to the contractor, after notifying the contractor suitably and giving him opportunity to present his case.



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- n. If the contractor fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given a reasonable opportunity to do so; provide necessary safety devices and equipment or to carry out instructions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized BHEL official, BHEL shall have the right to take corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by BHEL.
- o. The contractor shall submit report of all accidents, fires and property damage, dangerous occurrence to the authorized BHEL official immediately after such occurrence, but in any case not later than twelve hours of the occurrence. Such reports shall be furnished in the manner prescribed by the contractor to the authorized BHEL official from time to time as prescribed.
- p. Before commencing the work, the contractor shall appoint/nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of BHEL.
- q. If Safety record of the contractor in execution of the awarded job is to the satisfaction of Safety Department of BHEL, issue of an appropriate certificate to recognize the safety performance of the contractor may be considered by BHEL after completion of the job.



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ANNEXURE 'C'

CLAUSE 58 OF GENERAL CONDITIONS OF CONTRACT

ARBITRATION:

1. Except where otherwise provide for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein. Before mentioned and as to any other question, claim, right, matter or thing whatever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Executive Director/General Manager of BHEL and if the Executive Director/General Manager willing to act as such Arbitrator. There will be no unwilling to act to the sole Arbitrator so appointed is an employer of BHEL 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 Executive Director/General Manager 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. It is also a term of this contract that no person other than a person appointed by such Executive Director/General Manager or an employee appointed as arbitrator shall give reasons for the award.
2. Subject as aforesaid the provision of the Arbitration Act 1940 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
3. 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.
4. The arbitrator (s) may from to time with consent of the parties extend the time, for making and publishing the award.
5. 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.
6. 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.



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7. The arbitrator shall give a separate speaking award in respect of each or difference referred to him.
 8. The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion.
 9. The award of the arbitrator shall be final, conclusive and binding on all parties to this contract
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ANNEXURE: 'D'

FORM OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

In CONSIDERATION of the Bharat Heavy Electricals Limited, Electronics Division, Mysore road, Bangalore – 26, (herein after called the company) having its Registered office (BHEL House, Siri Port, New Delhi – 110 049), having agreed to exempt M/s.....a proprietary concern/a partnership firm registered under the partnership ACT 1936, A Limited Company incorporated under the companies Act 1956, having its place of business at
.....(hereinafter called the 'contractor' from furnishing Earnest Money Deposit in cash as specified in the Tender Notice No..... dated.....for the work of
(hereinafter called 'the said tender') on production of a Bank Guarantee for Rs. only).
We Bank (here in after referred to as the Bank/Guarantor) do hereby undertake to pay to the Company an amount not exceeding Rs. against any loss or damage caused to or suffered or would be caused to or suffered to by the company by reason of any breach or default or non compliance by the said Contractor (s) of any of the terms and conditions contained in the said Tender.

2. We, the Bank do hereby undertake to pay to the Company on demand, without any demur, the amounts claimed is due by way or loss or damage caused to or suffered by the Company by reason of any breach or default or non-compliance by the said contractor(s) of any of the terms and conditions contained in the said Tender or by reasons of the Contractor's failure to perform the said Tender. Any such demand made on the Bank shall be conclusive and binding on the Bank as regards the amount due and guarantee shall be restricted to an amount not exceeding Rs.....(Rupees..... only). The decision of the company as to whether a default has been committed or not by the said contractor is final and binding on the bank.

Note: Amount to be indicated both in figures and words.

3. We.....Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalization of the Tender, acceptance of the same by the company and commencement of the work by the contractor, as specified by the company or till the company certifies that the terms and conditions of the said tender have been fully properly carried out by the said contractor and accordingly discharge the guarantee. Unless a demand or claim under this guarantee is made on us in writing



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on/or before We shall be discharged all liability under this guarantee thereafter.

4. We..... Bank further agree that the Company shall have the fullest liberty, without our consent and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said tender or to extend the time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the power exercisable by the company against the said contractor and to forebear or enforce any of the terms our liability by reason of any such variation , or extension being granted to the said contractor (s).
5. We Banks lastly undertake not to revoke this guarantee during its currency except with the previous consent of the company in writing.

Dated this day of Two thousand
.....ForBank.

GUARANTOR

WITNESS WITH ADDRESS:

- 1.
- 2.

Note: Indicate here date of expiry of four months from the date of opening of the tender.



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ANNEXURE: 'E'

CLAUSE 38 OF BHEL GENERAL CONDITIONS OF CONTRACT

**INSURANCE OF WORKS AGAINST DAMAGE AND LOSS DUE TO FIRE,
STRIKE TEMPEST, FLOODS, EARTHQUAKE, RIOT AND AGAINST DAMAGE
BY AIRCRAFT**

- a. The contractor shall, within one month date of acceptance of the contract, insure the work against loss and damage by fire, tempest, floods, earthquake, riots, strike and against damage by aircraft with an insurance office approved by the accepting officer from the date of acceptance of work or actual commencement of work whichever is earlier. Such insurance shall be effected in the name of BHEL and shall be for the full value of the contract sum. The contractor shall lodge with the BHEL the policies and receipts of the premiums for such insurance and shall maintain such policies in force until the entire completion of the work as certified by the senior Engineer.
- b. If the contractor fails to comply with the terms of this condition the accepting officer may insure the work and may deduct the amount of premiums from any money that may become payable to the contractor or may at his discretion refuse payment of any advance to the contractor until the contractor shall have complied with the terms of this condition.
- c. Such insurance whether effected by the Accepting officer or the Contractor shall not be a limit or bar to the liability and colligation of the contractor to complete the entire work in all respects as certified by the Senior Engineer.
- d. In case of such a loss or damage as aforesaid, the money payable under any such insurance shall be received and may be retained by the B.H.E.L. until the work is finally completed and shall then be credited to the contractor in the final statement of accounts in the event of the contract not having been previously cancelled under these conditions after taking into account the delay in completion, settlement to his workers for damages, damage to BHEL. Property etc.,



ANNEXURE: 'F'

**BHARAT HEAVY ELECTRICALS LIMITED
ELECTRONICS DIVISION
&
ELECTRONICS SYSTEMS DIVISION
BANGALORE**

HEALTH, SAFETY & ENVIRONMENTAL POLICY

The Management is committed to be an environmentally sound company in its activities, products, services and to provide safe and healthy working environment covering its employees, Contractors, Contract Labours, Trainees, Suppliers, Customers and all Interested Parties, as an integral part of business performance through:

- ★ **Compliance with applicable Legal and other requirements related to Occupational Health, Safety and Environment.**
- ★ **Setting objectives and targets to eliminate / control / minimize environmental pollution, risks due to Occupational Health and Safety Hazards for preventing injury & ill health and reviewing the objectives and targets to have continual improvement in HSE Performance.**
- ★ **Promotion of activities for conservation of resources by environmental management with focus on electrical energy and chemicals.**
- ★ **Communication of HSE Policy to employees, customers, suppliers, contractors and all interested parties and enhancement of Environmental, Safety and Occupational Health Management Systems, by pro-active measures.**
- ★ **Appropriate training of employees, customers, suppliers, contractors and all interested parties on Health, Safety & Environmental (HSE) aspects.**
- ★ **Formulation and maintenance of HSE Management Programs for continual improvement.**
- ★ **Periodic review & audit of HSE Management System to ensure its continuing suitability, adequacy and effectiveness.**
- ★ **Commitment for regular evaluation and pro-active measures for prevention & control of environmental pollution / risks due to incidents & occupational diseases.**
- ★ **Co-operation with concerned agencies / regulatory bodies engaged in HSE activities.**

**EXECUTIVE DIRECTOR
BHEL (EDN) BANGALORE**



Factory Services
FS/PS-40/01
Date: 18/12/2008

PART-II

PRICE SCHEDULE

| Sl.No | Particulars | Unit | Qty | Rate in Rs. | Amount in Rs. |
|-------|--|-----------|-----|-------------|---------------|
| 1 | Annual Maintenance Contract for Window Air Conditioners of different makes as per list enclosed | Nos | 170 | | |
| 2 | Annual Maintenance Contract for 3TR Single- split Air Conditioners of different makes as per list enclosed | Nos | 43 | | |
| 3 | Annual Maintenance Contract for 3TR Single- split Air Conditioners of different makes as per list enclosed | Nos | 58 | | |
| 4 | Total Amount in Rs | | | | |
| 5 | Taxes if any(Please specify) | | | | |
| 6 | Grand Total Amount in Rs. | Total Rs. | | | |

Grand total Amount in words Rupees _____

NOTE: Quantities of AC's are approximate and payment shall be made on actual Quantities of the services rendering.