



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited
मानव संसाधन विकास संस्थान
Human Resource Development Institute



TENDER ENQUIRY No.: MG/SK/PUR/004/

Date: 23/03/2011

M/s

COLLECTION OF TENDER DOCUMENT UPTO: 08.4.2011 (4.00 PM)
TENDER SUBMISSION DATE UPTO: 12.04.2011 (3.00 PM)
TENDER OPENING DATE: 13.04.2011 (3.00 PM)

Sub: REPAIR AND COMMISSIONING OF 3.0TR TOWER TYPE SPLIT AC – 11 NOS.

Dear Sirs,

Most competitive rates are invited from reputed agencies, meeting the pre-qualifying criteria prescribed hereinafter, for Repair & Commissioning of 3.0TR Tower Type Split Air Conditioners – 11 nos. installed at Human Resource Development Institute at HRD & ESI Building at Noida. You are requested to submit your sealed quotation so as to reach this office on or before 12.04.2011 (3.00 PM) in the manner explained below. Quotations received late are likely to be ignored. Tender will be opened in this office **on 13.04.2011 (3.00 PM)** in the presence of the representatives of the bidders who may choose to be present.

Sl. No.	Scope of Work/ Services	Commencement of services
1	REPAIR & COMMISSIONING OF 3.0TR TOWER TYPE SPLIT AIR CONDITIONERS – 11 NOS.	Within Two days from the date of Award of contract.

You are also requested to visit the institute before submitting your quotation in order to accurately assess the quantum of spares required for facilitating you in quoting for enquiry. No subsequent claim for any reason whatsoever will be entertained by HRDI/BHEL and it will be deemed to have been included in the tender quotation.

Procedure for submission of sealed tender:

The bidder must submit their Tender as required in separate covers prominently superscribed as:

Part-I/ Cover-I : Pre-Qualifying criteria containing :-

1. PAN & Service Tax Registration numbers.
2. Proof of having executed repair of Voltas Split Air Conditioners/Comprehensive AMC in the form of work order/completion certificate.
3. i) The bidder must have average annual financial turnover during the last 3 yrs ending March 2010 should be atleast Rs 58,200/-
ii) Experience of having successfully completed similar works during the last 7 years ending last day of Feb, 2011.
iii) Three similar completed works costing not less than Rs 77600/- or
iv) Two similar completed works costing not less than Rs 97000/- or

दूरभाष/Telephone: 95- 120-2416353 फैक्स Fax: 95-120-2515431, Home Page: <http://www.bhel.com>

एच.आर.डी. एवं ई.एस.आई. परिसर, प्लॉट नं. 25, सेक्टर-16 ए, नोएडा -201 301, गोतम बुद्धनगर, यू.पी.

HRD & ESI Complex, Plot no. 25, Sector-16A, NOIDA-201301, Gautam Budh Nagar (U.P)

पंजीकृत कार्यालय: बी.एच.ई.एल. हाउस, सीरी फोर्ट, नई दिल्ली -110 049 Regd. Office: BHEL House, Sirifort, New Delhi-110049



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Human Resource Development Institute



v) One similar completed work costing not less than 1,55,200/-.

Part-II/ Cover II: Price-Bid (as per format)

Each cover should also indicate the Tender No., Due date & Time as mentioned above and each cover should be properly sealed.

These two separate covers (Cover I & II) shall together be enclosed in a third envelope and this sealed cover shall be superscribed with Tender name, Tender No., Due date & Time and submitted to this office at the following address

Dy.Manager (Admn)
Bharat Heavy Electricals Limited
Human Resource Development Institute
HRD & ESI Building, Plot No.25, Sector – 16A,
NOIDA – 201301 (U.P.)

Your quotation should reach this office latest by **1500 hrs on 12.04.2011**. Part-I Cover-I will be opened first on 13.04.2011 at 1500 Hrs in presence of bidders, or their representatives, who may like to join. Part-II Price bid of bidders, who qualify in the Pre- Qualifying criteria shall be opened later, for which intimation to successful bidders will follow. Quotations received late or not received in line with the above procedure or not in the prescribed formats are liable to be rejected. BHEL reserves the right to accept or reject any tender without assigning any reason thereof.

(S K Kashyap)
Dy.Manager(Admn)

Enclosures:-

Pre Qualifying Criteria
General Instructions to Bidders
General Terms & Conditions
Price Format

INSTRUCTIONS TO BIDDERS

1.0 Bidders are advised to study all the tender documents carefully. Any submission of bid by the bidder shall be deemed to have been done after careful study and examination of the tender documents and with full understanding of the implications thereof. The specifications and the terms & conditions along with instructions shall be deemed to have been accepted unless otherwise specifically commented upon by the bidder in his offer. Non compliance with any of the requirements and instructions of the tender enquiry may result in rejection of the bid.

2.0 Offer should be submitted in two parts in two Separate sealed envelopes duly marked as

Cover I: Pre Qualifying Criteria and marked distinctly

Contain documents in proof of evidencing above fulfillments.

Cover II: Price bid format and marked clearly

Bidder's name/ seal, tender no. "MG/SK/PUR/004", due date and tender description should be mentioned clearly on cover of each envelope. TENDER DOCUMENT DULY SIGNED AND STAMPED SHALL BE SUBMITTED ALONGWITH COVER –I.

3.0 Offer should be free from overwriting. Corrections and additions, if any should be attested.

4.0 Envelope not marked with tender enquiry no, date and sealed is liable to be ignored and may not be opened.

5.0 All the two envelopes of offer contained in a master envelope sealed and clearly mentioning enquiry number, date and enquiry description should reach this office on or before "3 PM" on scheduled tender submission date. The Envelope containing Part-I will be opened first at 3.00 PM on 13.4.2011. Part-II, Cover-II, Price- bid of only those bidders who qualify in Pre-Qualifying criteria shall be opened later, for which intimation will follow.

6.0 No correspondence in this connection with rates/prices from the bidders shall be entertained after opening of Price Bid (Cover-II).

8.0 Not more than one representative per bidder will be permitted to be present for the tender opening.

9.0 Quotation / offer shall be addressed to the official inviting Tender by name and designation and sent at the following address.

Human Resource Development Institute
Bharat Heavy Electricals Limited
Plot No. 25, Sec – 16 A
NOIDA – 201301 (UP)

10.0 Offer can either be delivered in person or sent at above mentioned address by Courier/ Registered Post to the Official inviting tender. It shall be the responsibility of the bidder to ensure that the tender is delivered in time as offers received after Due Date and time of submission are liable to be rejected.

11.0 Unsolicited tender/ bids shall not be entertained.

12.0 Order / Contract when finalized will be issued in the name of the bidder only and change of name during tender evaluation and after submission of tender is liable to make his offer ineligible for participation.

13.0 Any revision or change in quoted price and / or conditions of offer made after tender opening will not be accepted.

14.0 Under no circumstances, bidder shall alter his quoted price / rate during the validity period after tenders have been opened. Any bidder who does so, resulting into re-calling of tender by the owner or additional expenditure to the owner, shall run the risk of being black listed by the owner, who reserves the right to recover the damages resulting therefrom.

15.0 The rates/ prices should be quoted strictly as per the price formats given in the tender documents both in figures and words. Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis.

- (a) If there is discrepancy between the Unit Rate (Individual item rate) and the total price, the Unit rate (individual item rate) shall prevail and the total price shall be corrected.
- (b) In case of mismatch between the prices quoted in figures and words, higher of the two will be considered for evaluation and lower of the two will be considered for placement of order and no objection from bidder shall be entertained by BHEL in case of such discrepancies.
- (c) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.

However, in case of any dispute regarding interpretation of the above, Owner's decision in this regard shall be final and binding on the parties. Offers not fulfilling any of the above conditions shall be rejected and their bids will be disqualified.

16.0 The scope of work detailed out in the tender documents describe major activities only. Additional activities required with respect to or in relation to the fulfillment of work against this tender will be deemed as part of the tender and shall be considered as to have been included in the bid price. No extra claim in this regard will be admissible.

17.0 BHEL is not responsible for tenders / offers lost or delayed in transit / by post etc. The offer should also accompany all documents called for in the tender document and in line with tender requirement.

18.0 *The successful bidder will have to mobilize for the job with in "2 days" of the issue of the letter of intent / work order.*

19.0 Offers not received in line with the tender enquiry are liable to be rejected.

20.0 The terms and mode of payment shall be as per stipulations made in the specifications of the bid document. In case of payment through cheque, Cheque shall normally be sent by registered post. However BHEL will in no way be responsible, if loss occurs due to delay by postal authorities. For electronic fund transfer, Contractor is advised to provide the following information along with the bills: Beneficiary Bank Name, Beneficiary Bank Address, IFSC code of the bank, Beneficiary Account No., E-mail id if any and photocopy/ cancelled copy of one leaf from cheque book for the codes mentioned above.

21.0 BHEL reserves right to **amend** the tender document or revise the same or **cancel** them at any time prior to tender opening.

General Terms & Conditions

1.0 DEFINITION OF TERMS:

- 1.0.1 The expression 'Owner' occurring in the bid document shall mean Human Resource Development Institute of Bharat Heavy Electricals Limited and shall include its successor and assigns.
- 1.0.2 The expression 'Contractor' or 'Caterer' shall mean the bidder selected by the owner for the performance of the work of Catering & Housekeeping and shall include the successors and permitted assigns of the Contractor.
- 1.0.3 The 'Head of HRDI' shall mean the In charge of the Human Resource Development Institute and shall include any person acting as in charge on his behalf..
- 1.0.4 'Authorised Representative' shall mean any officer / supervisor/staff of the Institute authorised by the Head of HRDI.
- 1.0.5 The 'Work' and 'Scope' shall mean the totality of the work by expression or implication envisaged in the contract and shall include all materials equipment and labour required for commencement, performance or completion of the work incorporated in the bid document.
- 1.0.6 The HRDI shall mean Human Resource Development Institute located at Sector 16 - A, Noida (U.P)
- 1.0.7 The 'Course' shall mean training programmes / seminars / conferences etc. which will be conducted by HRDI from time to time on a residential / non-residential basis.

2 CONTRACTOR'S RESPONSIBILITY

Notwithstanding anything to the contrary contained in the Tender document, expressed or implied, the contractor shall remain at all times exclusively responsible to provide all materials, manpower and equipment that are needed to ensure that the contractual obligations are fulfilled by the contractor to the satisfaction of the owner.

4.0 .0 PERIOD OF CONTRACT

The period of contract shall be 15 days from the date of award of work order.

5. 0.0 PRICE

Rates/prices quoted by the bidder for the scope of work covered under respective specifications of this bid document will remain firm & fixed during the entire period of contract.

All the bids will be evaluated on the total value arrived at on the basis of quoted rates.. In case of mismatch between the total value as indicated by the bidder in his offer and one calculated by the owner pertaining to the two services, higher of the two shall be

considered for evaluation purpose and lower of the two shall be taken for the purpose of ordering.

No revision in rates will be allowed. The Contractor shall have no right to sublet the entire work or any portion of the work under any circumstances.

6.0.0 CONTRACT TERMINATION

Notwithstanding anything contained in other clauses of the bid document, if any time during the period of the contract, it is observed that the services are not being rendered properly by the contractor, the Owner will assess the position and if he is of the view that the Contractor is not in a position to render the services to the satisfaction of the owner, the Owner will terminate the contract by giving a notice period of 1 day without assigning any reason thereof and his decision in this regard shall be final and binding on the contractor.

7.0.0 PAYMENT OF BILLS:

The Owner shall arrange to make payment of the bills of the Contractor within 30 days of the submission of the bills subject to the acceptance / approval of the bill by the Owner or his authorised representative and subject to the bills being found to be in order. The contractor will submit bills on monthly basis.

All payments under or in terms of the contract shall be made in Indian Currency through e-mode as per practice of BHEL.

8.0.0 TAXES, AND OTHER REGULATIONS

All Statutory taxes such as TDS, Works Tax shall be deducted from the bill of the party.

9.0.0 REJECTION OF BID(S)

The owner reserves the right to reject any or all the bids relating to the work under this Bid Document without assigning any reason whatsoever.

10.0.0 SECURITY DEPOSIT

Upon acceptance of tender, the contractor immediately after the receipt of the Letter of Intent/Work order must deposit 10% amount of order value as Security Deposit. In case if the value of work done at any time exceeds the accepted agreement value, the Security Deposit shall be correspondingly enhanced and the extra amount of

11.0.0 COMPLETION PERIOD: Within 15 days from the issue of P.O.

12.0.0 SPECIAL CONDITIONS OF CONTRACT:

- i) L D Clause: In the case of delay of completion of work, penalty @0.5% of contract value per week of delay or part thereof subject to maximum of 10% of the total contract value
- ii) Warranty: SIX Months

13.0.0. RETURN OF SECURITY DEPOSIT:

If the contractor fully performs and completes the work in all respects to the entire satisfaction of BHEL , Security Deposit will be released to the contractor after deducting all costs, expenses and other amounts that are to be paid to BHEL under this or other contracts entered into with the contractor. It may be noted that in no case the Security Deposit shall be refunded/released prior to passing of final bill and completion of guarantee period of 6 months.

11.0.0 VALIDITY OF OFFER:

The Offer shall be kept open for acceptance for a minimum period of two months from the date of opening of tenders.

12.0.0. EXECUTION OF CONTRACT:

The Successful tenderer's responsibility under this contract commences from the date of issue of Letter of Intent/Work order by Bharat Heavy Electricals Limited.

14.0.0 ARBITRATION

- A. Any dispute, controversy or claim arising out of or relating to this contract or the breach, termination thereof shall be first settled amicably between the parties. In the event the disputes, controversies or claims cannot be settled amicably, the same shall be finally settled by Arbitration of 03 arbitrators, one to be appointed by each party and the third arbitrator to be appointed by the two arbitrators (who shall act as the [residing arbitrator) in accordance with the Arbitration & Conciliation Act. 1996, India, and any statutory modifications thereof. The language to be used in the arbitral proceedings shall be English. The award of the arbitrator shall be final and binding on both the parties. The venue of Arbitration shall be Delhi, India.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Vendor shall proceed with and continue with the performance of the work under the contract with due diligence and expedition in a professional manner.

- B. The Contract shall be governed by the laws for the time being in force in the Republic of India. Subject to clause A hereinabove, the Courts at Delhi, India shall have exclusive jurisdiction in respect of this contract.

PRICE FORMAT

S. No.	Description of Work	Unit	No.	Rate	Amount
1	Pressure testing the the system, repairing the leakages, vacuumising and charging fresh M22 refrigerant of 3 TR Split Units	Unit	11		
2	Removing the Control Panel Box for the Remote Control for repairing and refixing the same back after repairs.	Nos	6		
3	Providing and fixing of LT make MN -16 Contactors.	Nos	5		
4	Fixing of the loose Out door covers of the Split Units complete with the provision of Screws etc.	Nos	11		
5	Providing and fixing of the Kim/Pim/equivalent make Service Valves of the Split Units after modification of Copper Piping.	Nos	11		
6	Providing and fixing the following				
	a. Indication Lamps	Nos	11		
	b. Push Buttons	Nos	10		
	c. LT make Fuses	Nos	33		
7	Redressing the Wiring and rectifying the Control wiring for all the Units	Jobs	11		
	Total Amounts(in Rs.)				
	Taxes if Any				
	Grand Total				