

Bharat Heavy Electricals Limited
Piping Centre, 80/93, G.N. Road, T.Nagar, Chennai-600017
Notice Inviting Tender - Contract for Supply, Installation and Maintenance of
Split Air-Conditioners on Monthly Rental Basis to BHEL - Piping Centre, Chennai-17
Technical Bid – Terms and Conditions – Annexure "A"

BHEL (Piping Centre), Chennai-600017, a Maharatna Public Sector Undertaking of Government of India, hereby invites Prospective and Resourceful Bidders to submit their offers w.r.t. Contract for Split Air-Conditioners on Monthly Rental Basis.

1. SCOPE OF WORK:

- a. The Contractor shall supply, install and maintain Split Air-Conditioners of 1.5 Tonnes capacity (20 Nos.) and 2.0 Tonnes capacity (33 Nos.) with 4kVA Voltage Stabilizers suitable for 1.5 Tonnes & 5kVA Voltage Stabilizers suitable for 2.0 Tonnes Air Conditioners on Monthly Rental Basis at BHEL - Piping Centre, (Opp. to Vani Mahal / Pothys Boutique), No.80/93, G.N.Road, T.Nagar, Chennai-600017

Or

- b. The Contractor shall supply, install and maintain Split Air-Conditioners of 1.5 Tonnes capacity (20 Nos.) and 2.0 Tonnes capacity (5 Nos.) with 4kVA Voltage Stabilizers suitable for 1.5 Tonnes & 5kVA Voltage Stabilizers suitable for 2.0 Tonnes Air Conditioners on Monthly Rental Basis at BHEL - Residential Complex, No.8/7A, Inner Ring Road, Ashok Nagar, Chennai-600083.

2. TENURE OF CONTRACT:

The Contract will be awarded for a period of **Twelve (12) Months** from the date of completion of installation of all Split Air-Conditioners. However, BHEL reserves the right to reduce the quantum after a period of three months from the commencement of contract.

3. VALUE OF CONTRACT:

The Total Estimated Value for the above Scope of Work for a period of twelve Months would be approximately **Rs.14.25 Lakhs (Rupees Fourteen Lakhs Twenty Five Thousand only)** excluding applicable taxes.

4. DOCUMENTS TO BE SUBMITTED AS PROOF FOR FULFILLING THE PQC:

- 4.1 A Copy of License / Registration Certificate, Certificate of Incorporation from Concerned Authority for Proprietorship / Partnership / Company.
- 4.2 A Clientele List comprising Major Clients along with the copies of Work Order / LOI / Agreement Copy and Work Completion Certificate/s, to whom the Bidder had provided or/and is providing Similar Services (**also refer Clause 5.8 in this regard**).

Place:

Signature of the Bidder

Date:

(Name & Address with Company Seal)

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- 4.3 Office Address in the Letter Head with Contact Phone Numbers and Email IDs.
- 4.4 Copies of Balance Sheets and Profits & Loss Account Statements of last three Financial Years i.e. F.Y.2016-17, F.Y.2017-18 & F.Y.2018-19, duly certified by Chartered Accountant and Copies of Acknowledgements of IT Returns of last Three Financial Years i.e. F.Y.2016-17, F.Y.2017-18 & F.Y.2018-19 shall be furnished.
- 4.5 Copy of PAN Card, Certificate of GST Registration.
- 4.6 Bidder(s) shall submit a Declaration in their Letter Head(s) that they fulfill all the PQCs and also that no case is pending before the Police/Court against the Proprietor / Firm / Partner / Company, as well as the Bidder has not been Blacklisted by any Organization.

5. PRE-QUALIFICATION CRITERIA (PQC) OF TENDERERS:

- 5.1 Bidder(s) shall be a Proprietorship Firm / Partnership Firm / Private Limited / Public Limited Organization.
- 5.2 Bidder(s) shall possess a minimum experience of Three Years in the Similar Works.
- 5.3 **Similar Works** shall mean Contract executed for Rental Air-Conditioners in Offices, Factories, Educational Institutions, Guest Houses, Transit Flats, Hospitals and Other Establishments.
- 5.4 Bidder(s) shall have an Office in Chennai for dealing with day-to-day affairs including service complaint booking and to comply with all Statutory Provisions of the Applicable Acts. The Bidder shall submit a Self-Declaration in their official letter head that they have a full-fledged office in Chennai indicating the present address with contact details (Landline/Mobile Phones and Email ID) of authorized Representatives.
- 5.5 Bidder(s) shall possess valid Permanent Account Number (PAN), GST Registration Number.
- 5.6 Bidder's Average Annual Financial turnover during the last Three Financial Years ending 31st March 2019 should be at least **Rs.4.27 Lakhs** (Rupees Four Lakhs Twenty Seven Thousand only).
- 5.7 Bidder shall have experience of having successfully completed similar works during the last Seven Years ending 31.01.2020 in one of the following ways:-



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5.7.1 Three Similar Completed Works costing not less than the amount equal to **Rs.2.85 Lakhs** (Rupees Two Lakhs Eighty Five Thousand) for each such Contract (or)

5.7.2 Two Similar Completed Works costing not less than the amount equal to **Rs.4.27 Lakhs** (Rupees Four Lakhs Twenty Seven Thousand) for each such Contract (or)

5.7.3 One Similar Completed Works costing not less than the amount equal to **Rs.7.12 Lakhs** (Rupees Seven Lakhs Twelve Thousand only) for each such Contract.

(**Similar Works** shall mean Contract executed for Rental Air-Conditioners in Offices, Factories, Educational Institutions, Guest Houses, Transit Flats, Hospitals and Other Establishments)

5.8 As documentary evidence in support of Clause 5.7 above, Bidder shall submit Copies of Letter(s) of Intent / Work Order(s) / Contract Award Letter(s) / Agreement(s) and their Work Completion Certificate(s) indicating the value of the Contract completed. BHEL reserves the right to cross-check the documents with the issuing Agency.

5.9 Bidder must submit a Self-Declaration that no case is pending with the Police / Court against the Proprietor / Firm / Partner / Director or the Company for any Statutory Violation or Non-Compliance of Statutory Provisions of Applicable Acts and that the Bidder has not been suspended / blacklisted by any Organization.

5.10 BHEL reserves the right to visit the office of the Bidder / Tenderer, any time without prior intimation for assessment with respect to availability, capability, preparedness, etc.

5.11 The bids of only those Bidder(s), who are meeting all the above specified Eligibility Criteria, will be considered for further evaluation and bids of others will be summarily rejected.

5.12 **EARNEST MONEY DEPOSIT (EMD):**
Earnest Money Deposit (**EMD**) in the form of Demand Draft (DD) for **Rs.28,500/- (Rupees Twenty Eight Thousand Five Hundred only)** from Nationalised / Scheduled Banks drawn in favour of "BHEL – Piping Centre" payable at Chennai shall be enclosed along with the Technical Bid. Technical Bid submitted without EMD will not be considered.

5.12.1 EMD given by all unsuccessful Bidder/s shall be refunded normally within fifteen days of acceptance of award of work by the Successful Bidder/s.

5.12.2 EMD shall not carry any interest.

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5.12.3 BHEL reserves the right to forfeit EMD in case the Successful Bidder/s :

5.12.3.1 Fails to communicate unqualified acceptance of BHEL Letter of Intent (LOI) within Seven Days from the date of Letter of intent.

5.12.3.2 Fails to start the work as indicated in the Letter of Intent.

5.12.3.3 After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable by BHEL.

5.13 **SECURITY DEPOSIT:**

The Successful Bidder's EMD of Rs. **Rs.28,500/- (Rupees Twenty Eight Thousand Five Hundred only)** shall be converted and retained as **Security Deposit (SD)**. The retained SD would be returned to the Bidder within a month from the date of expiry of the Contract based on the receipt of written request in the prescribed format complete and correct in all respects.

6. SUBMISSION OF TENDER:

6.1 The Tender shall be submitted in three-parts; i.e. "**Annexure 'A' – Technical Bid**", "**Annexure 'B' – Price Bid – Location 1**" and "**Annexure 'C' – Price Bid – Location 2**". The Bidders who qualify in the Technical Bid are only eligible to participate in the price bid opening.

6.2 **Technical Bid – Annexure 'A':**

The Eligibility Criteria, Scope of Contract, Terms & Conditions, Other Terms & Conditions and all other details asked for in "**TECHNICAL BID**" shall be duly signed by the Authorized Signatory of the Bidder in all the Pages with Seal / Stamp, Place & Date, as a token of acceptance of the Tender Terms & Conditions along with Self-Attested copies of Documents as indicated under Clause 4 above along with Sample Unpriced Price Bid with all columns filled as "**QUOTED**" only (Rate/s shall NOT be indicated). However, applicable tax percentage shall only be indicated. Both Technical Bid, Sample Unpriced Price Bid and **DD towards EMD** shall be placed in One sealed cover duly superscribing the cover "**TECHNICAL BID – CONTRACT FOR SUPPLY OF AIR-CONDITIONERS ON MONTHLY RENTAL BASIS TENDER REF: _____**" and submitted.

6.3 **Price Bid – "Annexure 'B' – Location 1" and "Annexure 'C' – Location 2".**

The Price Bid, duly signed by the Authorized Signatory of the Bidder, with Seal / Stamp, Date & Place. The rates along with the Applicable Taxes, shall be clearly and legibly written in Figures and in Words. No overwriting on any account is permissible. The same shall be put in a separate sealed cover, with superscription on the cover "**PRICE BID – CONTRACT FOR SUPPLY OF AIR-CONDITIONERS ON MONTHLY RENTAL BASIS TENDER REF: _____**



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6.4 Both the above sealed covers shall be put in a sealed master cover, with superscription on the cover "**CONTRACT FOR SUPPLY OF AIR-CONDITIONERS
ON MONTHLY RENTAL BASIS TENDER REF: -----**" and sent to the following address:

Deputy Manager (Purchase)
Bharat Heavy Electricals Limited
Piping Centre
No.80/93, G.N.Road, T. Nagar, Chennai-600017

6.5 The last date and timing for submission of Tender documents for Technical Bids shall be as indicated in the BHEL Website. **Late Tenders will not be accepted and would be summarily rejected.** The Technical Bids will be opened on the same day at 14.30 Hours on the due date specified in the NIT. The date and time of opening of price bids of technically qualified Bidders will be intimated separately to the qualified Bidders and opened in the presence of bidders or their duly authorised representative/s.

6.6 The Quoted Monthly Rental shall be all inclusive covering Monthly Rent for Split Air-Conditioners, Voltage Stabilizers, Maintenance, Repairs, Cost of Replacements, Service / Labour Charges, Cost of Spares, Transportation, etc. and no additional charges on any account would be payable to the Contractor.

6.7 Any request for increase in the rates will not be entertained during the entire currency of the Contract (i.e.) for a period of Twelve Months from the date of commencement of the Contract. However, any change in GST or introduction of any new tax as notified by Govt. of India would be borne by BHEL only with a written request from the Contractor.

6.8 **For award of Contract, the Successful Bidder (L1) shall be determined by arriving at the Total Price Quoted (sum of 6.8.1 + 6.8.2 + 6.8.3), capacity-wise (1.5 Ton / 2.0 Tons) separately as given below: -**

6.8.1 Monthly Rental for Split Air-Conditioners with Voltage Stabilisers and Maintenance Charges (per Unit) x 12 Months.

6.8.2 Installation Charges for Split Air-Conditioner (per Unit).

6.8.3 Cost of Copper Tube per running meter **x 3** meters per Unit.



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6.9 The validity of the offer submitted, shall be for a minimum period of 60 (Sixty) Days from the date of tender opening.

7. SUBMISSION OF BILLS:

7.1 The Contractor shall submit the Bills for Rental of Air-Conditioners on monthly basis by 1st week of succeeding month. Bills submitted should indicate the GST amount separately. Payment will be normally made within 30 Days from the date of submission of Bill complete and correct in all respects. However, no interest / damages will be paid by BHEL for any delay in payment of Bills beyond 30 (Thirty) days from the date of submission.

7.2 All payments will be made through NEFT / RTGS only. The successful Tenderer should provide necessary details in this regard.

7.3 Any payment made by BHEL in excess of the rates as agreed by the Contractor shall be deducted from the future Bills of the Contractor.

7.4 Income Tax will be deducted on payments made, in accordance with the provisions of Income Tax Act.

7.5 The bill for every calendar month shall be prepared by the Contractor on the basis of the quantity supplied. A separate register should be maintained by the Contractor for this purpose.

7.6 GST would be reimbursed only on production of payment Challan along with a Self-undertaking from the Contractor that the said payment includes the applicable amount for the services rendered to BHEL. Tax Remittance by the Contractor and Payment from BHEL would be as per the provisions under the Act applicable from time to time.

8. OTHER TERMS AND CONDITIONS:

8.1 **DELIVERY & INSTALLATION PERIOD:**

Delivery of all the ordered Split Air-Conditioner Units shall be completed within Two Weeks from the date of issue of Letter of Intent (LOI) from BHEL and thereafter installation of the same shall be completed within Two Weeks.

8.2 If a Tenderer expires after submission of his Tender or after the acceptance of his Tender, BHEL may at their discretion, cancel such Tender. If a partner of a firm expires after the submission of the Tender or after the acceptance of the Tender, BHEL may cancel such Tender at their discretion unless the firm retains its character.

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(Signature)

Place:

Signature of the Bidder

Date:

(Name & Address with Company Seal)

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8.3 If a Tenderer deliberately gives wrong information in his Tender, BHEL reserves the right to reject such Tender at any stage or to cancel the Contract, if awarded and forfeit any other amount due to the Contractor.

8.4 Canvassing in any form in connection with the Tenders submitted by the Bidder/s shall make their Tender liable for rejection.

8.5 Should a Tenderer or Bidder or in the case of a Firm or Company of Bidders / One or more of its Partners / Shareholders / Directors have a relation or relations in BHEL, the Authority inviting Tender shall be informed of the fact along with the offer, failing this BHEL may, at its sole discretion reject the Tender or cancel the Contract and forfeit any other amount due to the Contractor.

8.6 The successful Tenderer should not sub-contract the part or complete work under this Contract.

8.7 The acceptance of the Tender will rest with BHEL which does not bind itself to accept the lowest Tender or any Tender and reserves to itself full rights for the following without assigning any reason whatsoever: -

8.7.1 BHEL reserves the right to reject any or all of the Tenders.

8.7.2 BHEL reserves the right to award the work in part.

8.8 The Air Conditioners and Booster Voltage Stabilizers shall be of Reputed Brands only. Suggestive Brands for Split Air Conditioners are Bluestar, Carrier, Daikin, Electrolux, Godrej, Haier, Hitachi, Kelvinator, Kenstar, LG, Lloyd, Mitsubishi, OGeneral, Onida, Panasonic, Samsung, Sansui, Sharp, TCL, Vestar, Videocon, Voltas, Whirlpool, York, etc. Suggestive Brands for Voltage Stabilizers are Microtek, VGuard, Everest, Premier, Syscom, etc.

8.9 The Bidder shall have own Service Mechanics/Personnel to attend Breakdown Calls/Service Calls immediately.

8.10 Tender shall be free from corrections, mistakes and overwriting. Corrections, if any must be attested. All the Amount specified in the Price Bid Format shall be indicated both in Words and Figures. If there is any mismatch between words and figures, the value specified in Words shall be only taken into account.

9. AMENDMENT TO THE TENDER NOTICE:

9.1 BHEL reserves the right to alter any condition(s), at any time, the Terms and conditions of this Tender Notice, prior to the date of submission of offer by the Tenderer. All corrigenda, addenda, amendments, time extensions, clarifications, etc. (if any) to the above NIT, will be hosted on the BHEL Website only and will not be published in Newspapers or any other media. Bidders shall regularly visit the above Website to keep themselves updated.

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9.2 For uniformity, the Technical Bid – Annexure-A and Price Bid – Annexure-B & C offers should be submitted **ONLY** in the prescribed Proforma enclosed.

10. TERMINATION OF CONTRACT:

10.1 The Contract may be terminated or withdrawn by the Contractor by serving 90 (Ninety) Days' Notice. However, BHEL reserves the right to short-close the contract with one month notice period.

10.2 **In case of poor (or) inferior (or) unsafe Air Conditioner / Voltage Stabilizer / Accessories supplied, the Contractor has to necessarily give a written reply to the e-mails / letters issued by BHEL, stating the reason for the same. If supply of poor (or) inferior (or) unsafe Air-Conditioner / Voltage Stabilizer / Accessories occurs for the third time during the tenure of Contract, then BHEL reserves the right to terminate the Contract as per tender terms & conditions and also disqualifying them for future tender/s.**

10.3 In the event of withdrawal of the Contract by the Contractor / termination of Contract by BHEL any time during the contract period, the Contractor shall not be considered for the future Tenders.

11. INSURANCE:

BHEL will not be liable for any injury / loss of life of the persons engaged by the Contractor for service, maintenance and repair / replacement, transportation of Air-Conditioners to BHEL office and service in BHEL office premises as per the Contract. A suitable and adequate insurance coverage for them must be arranged by the Contractor at Contractor's cost.

12. ARBITRATION AND GOVERNING LAW:

12.1 All disputes arising in connection with the Contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the BHEL Head of the Unit. The award of the arbitrator shall be final and binding on both the parties. The venue of the Arbitration shall be Chennai, India.

12.2 The Award to be given by the Arbitration shall be speaking award. All questions, disputes, differences arising under, out of or in connection with this Contract shall be to the exclusive jurisdiction of Chennai courts.

13. RISK PURCHASE:

All the Air Conditioners shall be connected through Voltage Stabilizers only. In case Air Conditioners / Voltage Stabilizers / Accessories, etc. supplied are of poor / inferior quality / unsafe or if the Air Conditioner is connected directly without the Voltage Stabilizers, the same should be provided / replaced immediately or else the

(Signature)

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Place:

Signature of the Bidder

Date:

(Name & Address with Company Seal)

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total cost on account of alternative arrangements made by BHEL, shall be deducted from the Contractor's running bill and Recovery towards non-availability of Voltage Stabilizers will be made on pro-rata basis.

14. LIQUIDATED DAMAGES:

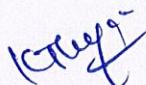
Time is the essence of the Contract. Therefore, the delivery of goods specified in the Purchase Order shall be made within the time limit prescribed. Where the Seller supplies or installs the Air-Conditioners beyond the delivery / installation period specified in Clause 8.1 above, the Purchaser will have no obligation to accept the goods. However, if they are accepted liquidated damages will be levied at the rate of $\frac{1}{2}\%$ for each week of delay or part thereof subject to a maximum of 10% of the order value of goods delayed, without prejudice to any other relief or compensation due to the Purchaser under any other condition of this contract.

15. GENERAL:

- 15.1 The Air Conditioner and Voltage Stabilizer supplied and installed must be of good and acceptable brand and quality.
- 15.2 The Contractor has to identify a responsible person to supervise the maintenance of Air Conditioners at BHEL premises and to pass on information regarding issues, if any, as and when reported.
- 15.3 The Contractor's performance will be monitored on a daily / weekly basis and feedback will be given either in oral or in writing by BHEL for necessary preventive and corrective action.
- 15.4 The Contractor has to comply with all the rules and regulations stipulated by the Government under various enactments like The Minimum Wages Act - 1948, The Payment of Wages Act - 1936, The Employees Provident Fund Act - 1952, The Employees State Insurance Act - 1948, The Payment of Bonus Act - 1965, The Contract Labour Act - 1970, The Child Labour Act - 1986, etc. any other Laws applicable to the operation of this Contract from time to time.
- 15.5 No Air-Conditioner shall be directly connected to the EB Power without routing through Voltage Stabilizer.
- 15.6 BHEL reserves the right to increase / decrease the quantity.
- 15.7 Any other conditions, which might have been quoted by the Seller and are in contravention to the terms prescribed in the order and which have not been specifically accepted in by BHEL will not be applicable to this contract.
- 15.8 Transportation charges will not be paid on any account and under any circumstances.

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- 15.9 Any service / complaint call shall be attended and rectified within a maximum of 24 (twenty four) hours. If the complaint involves replacement of any spares / Equipments including indoor / outdoor units, the same shall be made within 48 (forty eight) hours from the date & time of lodging the original complaint. If any fault / complaint is not resolved within 48 (forty eight) hours, then pro-rata monthly rent for the period of non-availability of the Air-Conditioner/s shall be deducted from the succeeding monthly bill/s submitted by the Contractor.
- 15.10 The serial numbers, make and tonnage capacity along with the location, shall be submitted immediately to Administration Department on completion of installation.
- 15.11 A log card / service card for each Split Air-Conditioner shall be exclusively maintained by the Contractor in duplicate, one with Administration and the other with Contractor.
- 15.12 Any complaint lodged through any mode of communication (landline phone / mobile / SMS /email / fax, etc.) shall be treated as a properly registered complaint.
- 15.13 Carrying of recording device of any kind such as Camera, Laptop, Ipad, Ipod, Mobile Phone, is prohibited during the Tender Opening. Also, Bidders / Representatives shall switch off their Mobile Phones or any other Electronic Devices inside the Tender Opening Hall.
- 15.14 On the event of re-location of existing office premises within Chennai, the vendor shall carry out dismantling & re-installation at the new location.



Place:

Signature of the Bidder

Date:

(Name & Address with Company Seal)