



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited
उद्योग क्षेत्र, नई दिल्ली/ Industry Sector, New Delhi
मानव संसाधन प्रबंध / Human Resources Management

ID/ HRM/ A041/ AC-AMC_ENQ
16th August 2019

Sub: Annual Maintenance Contract for ACs at BHEL, Lodhi Road, New Delhi.

Dear Sir,

BHEL invites offers through tender process from parties who may be interested in executing an AMC for maintenance of various Window / Split / Tower / Ductable / Cassette ACs installed in BHEL, Lodhi Road office for a period of two years.

The tender will be a two part bid tender i.e. Part-I: Techno-commercial bid to ensure soundness of the bidder and Part-II: Price Bid to achieve most competitive offer from the qualified bidders after techno-commercial evaluation.

You are requested to submit your most competitive offer for rate contract as per the requirement and terms & conditions of the tender, cited later in this tender enquiry.

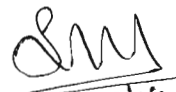
Last date of submission	:	07.09.2019 at 1500 Hours
Opening of Tender	:	07.09.2019 at 1500 Hours
Tender Cost	:	Nil
Earnest Money Deposit	:	₹ 5400.00

The sealed bid may be sent either by Registered Post/ Speed Post/ Courier Services or by hand to the undersigned at:

Shlok Nagar
Sr. Engineer (HR-Admin)
BHEL – Industry Sector
Integrated Office Complex
Lodhi Road, New Delhi – 110003

In case of any clarification, the bidder can contact the undersigned over telephone no. 011-41793305 or at email shlok@bhel.in

For and on behalf of
Bharat Heavy Electricals Limited


16/08/19
(Shlok Nagar)

Scope of Work:

1. There are 50 (Fifty only) nos. of ACs machines of various makes viz. Voltas/ LG/ Blue Star/ Carrier/ Hitachi/ Godrej.
2. All ACs are located in our office building in Integrated Office Complex, Lodhi Road.
3. The details of ACs are provided in Price Bid (Annexure-IV). The number of ACs to be maintained may change so payment shall be made for actual number of machines being maintained.
4. Wet service of the all the AC machines shall be done two times during the summer season as per time schedule given by BHEL. The wet service shall include checking of electrical connections, checking of stabilizer, washing of cooling coils and condenser coils, oiling of motor, checking the compressor and measuring the grill temperature.
5. Dry service of all the ACs will be done two times during the summer season as per time schedule to be given by BHEL. The dry service shall include cleaning of the air filter and grill.
6. The remedial or breakdown maintenance shall have to be undertaken by you as and when complaint is lodged. All the complaints should be attended within 4 (four) hours from the time of lodging complaints or else you may be penalized for delay at the rate of 1% of quarterly AMC value per day.
7. The maximum time permissible for resolving an issue is 48 (forty eight) hours beyond which you will be penalized for delay at the rate of 1% of quarterly AMC value per day.
8. If an AC machine or a part of an AC machine is found to be faulty and needs to be taken to workshop for repair which may take more than 48 (forty eight) hours, standby machine shall have to be provided by you, at no extra cost, before taking the machine / part out for repair. In such case, the maximum permissible rectification time will be 7 (seven) days from the day complaint was lodged.
9. All spare parts required for maintenance such as selector switch, thermostat, starting and running capacitor, contactor, starting relay, wiring, power cable, jute air filter, cooling coil blower fan, condenser fan capacitor, expansion valve etc. shall have to be provided by you at no extra cost.
10. Stabilizer, remote, remote sensor, fan motor and PCB shall have to be repaired and required spares are to be supplied by you at no extra cost.
11. Gas filling shall be done by you at no extra cost.
12. Repair of electrical wiring up to DP switch shall have to be undertaken by you at no extra cost.
13. Reciprocating compressor shall have to be repaired by you and required spares are to be supplied by you at no extra cost. The compressors which are under warranty shall be repaired by the concerned OEM. Removing of such compressors and re-installation after repairs shall have to be undertaken by you at no extra cost. **Rotary compressor if required shall be provided by BHEL.**
14. All tools and tackles required for maintenance work shall have to be provided by you at no extra cost.
15. Any machine damaged due to mishandling by the persons deputed by you shall have to be restored back to its original condition by you at your own cost.


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16. If a machine is declared non-repairable by you and needs to be replaced with a new machine, then BHEL reserves the right to verify your claim by obtaining a second opinion from some other AC service technician at your risk and cost. In such a case, if the machine is repaired by other technician then the cost of repair shall be borne by you.
17. You or your work force will not be entitled for any compensation for any loss/damage suffered by your work force deployed to execute the work under this contract. BHEL shall remain indemnified against any compensation that may arise out of any injury or death to any person deputed by you under this contract.

Instructions to bidders:

1. Bidders must go through all annexures carefully before submitting the bid.
2. The offer shall be submitted as per the instructions of tender document. One set of tender document duly filled, signed and stamped on each page shall be submitted as detailed further. Tenderer should note specifically that all the pages of tender document, including the NIT page for this particular tender shall be submitted by them (after signing/ stamping on each page) as a part of their offer. In case of any clarification, bidder may contact this office.
3. The tenderer should accept all terms & conditions of the tender unconditionally. Tenders with deviations from terms and conditions shall be rejected.
4. In case any typing error/other clerical errors is noticed by the tenderer, in the tender documents, the same must be pointed out and got clarified before submission of offer, or else, BHEL's interpretation shall prevail and shall be binding on the tenderer.
5. No overwriting / correction in tender documents by tenderer shall be allowed. However, if correction is unavoidable, the same must be signed.
6. Only rate shall be quoted in price bid format and nothing else. Rates must be quoted in figures as well as in words. In case the rates in figures differ from the rates written in words, the lesser of the two will be treated as valid rate. Any other terms and conditions mentioned in the Price Bid shall make the offer liable for rejection.
7. The price must be quoted in the enclosed Price Format Only.
8. The prices quoted should be firm and no revision of prices will be entertained after the quotation is opened.
9. Tender must be submitted in a sealed envelope which has to be super-subscribed with NIT no. and due date written on the envelope and the bidder contact details.
10. Quotation shall be received up to 1500 hours on 07.09.2019, tenders received late /in open condition/ not meeting the tender condition / incomplete in any respect are likely to be rejected.
11. Validity of offer will be 60 days from the date of opening of tender.
12. BHEL reserves the right to accept or reject any or all offers without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter.
13. A bidder may visit BHEL office on any working day from 17.08.2019 to 06.09.2019 between 0900 Hrs to 1700 Hrs. Any queries regarding this tender may be clarified from Sr. Engineer (HR-Admin) over telephone no. 011-41793305 or at email shlok@bhel.in.


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Pre-Qualification Requirement (PQR):

1. EMD amount of ₹ 5400.00 needs to be deposited through NEFT. The bank account details of BHEL for NEFT are enclosed as Annexure VI. The bidder is required to enclose a copy of the acknowledgement of NEFT payment along with their bids. Bids without EMD will not be accepted and shall not be considered for further evaluation.

The EMD of unsuccessful bidders shall be returned within 7 days of award of work to the successful bidder. No interest shall be payable on EMD amount.

The EMD shall be forfeited in case of:

- i) After opening the tender, the bidder revokes his bid within the validity period or increases his earlier quoted rates.
 - ii) The successful bidder does not commence the work within the period as per LOI / contract. In case the LOI / contract is silent in this regard then within 15 days after the award of contract.
2. The bidder has to submit copies of their PAN card and GST Registration certificate.
 3. The bidder has to submit their EPF and ESI registration certificates.
 4. The experience of having successfully completed similar Job / services during last 7 years ending on 31.08.2019 should be either of the following:
 - i) Three similar completed jobs / services with value not less than ₹ 1.08 Lakhs each.
Or
 - ii) Two similar completed jobs / services with value not less than ₹ 1.35 Lakhs each.
Or
 - iii) One similar completed job / service with value not less than ₹ 2.16 Lakhs.

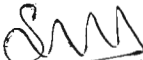
"Similar Job / service" refer to "AMCs / rate contracts for maintenance of ACs".

Only work orders and related work completion certificates from the clients shall be submitted as proof against Sl. No. 4 of PQR. For example: If you are qualifying as per Sl. No. 4 (ii), only work orders and related work completion certificates of 2 clients each costing not less than ₹ 1.35 Lakhs shall be furnished. The work completion certificate shall be specific to the work order submitted i.e. the specific contract, value of the job, duration of contract / job and declaration of satisfactory performance shall be indicated in the work completion certificate from the client. The certificates shall be issued by competent authority with his / her contact details mentioned, for verification purpose. BHEL reserves the right to verify the correctness of the certificates of the clients.

Procedure for submission of bids

The bidders must submit their duly completed offers in a sealed envelope (Envelope #1) prominently super-scribed as "Offer for AMC for maintenance of ACs installed in BHEL, Lodhi Road" followed by tender reference and last date for submission of tender.

Inside sealed Envelope #1, two separate sealed envelopes viz. Envelope #2 and Envelope #3 are to contain two parts of the tender "Part-I: Techno-commercial Bid and Earnest Money Deposit" and "Part-II: Price Bid" respectively. Both the sealed envelopes are to be super-scribed with "Part-I" or "Part-II" whichever is applicable, tender reference and details of the bidder.


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A. Part-1: Techno-commercial Bid and EMD (Envelope #2)

The techno-commercial bid shall comprise of

1. Copy of Tender Enquiry Document duly signed in blue ink and stamped on each page as token of acceptance of tender conditions.
2. A copy of price bid duly signed and stamped but without the prices.
3. Acknowledgement of deposit of EMD of ₹ 5400/- (Rupees Five Thousand Four Hundred only) by way of NEFT in favour of BHEL, New Delhi, must be enclosed in Part-I envelope.
4. Copy of PAN and GST Registration Certificate duly signed and stamped by the bidder.
5. Copies of EPF and ESI registration certificates of the bidder.
6. Copy of acknowledgements of IT return of last three financial years i.e. FY 2016-17, 2017-18, 2018-19. In case of unavailability of documents for financial year 2018-19, documents pertaining to FY 2015-16 shall be furnished.
7. Copies of Work Orders indicating the duration of contract, Quantum of business done along with certificates of successful completion in support of proof of experience for the jobs/ services executed by the bidders during last 7 years ending on 31.08.2019 as against Sl. No. 4 of Pre-Qualification Criteria. BHEL reserves the right to verify the correctness of the documents submitted against fulfilling the PQR criteria.

All the documents in this envelope should be self-attested by the bidder with required stamp. This envelope should be super-scribed as "**Part-I: Ref. ID/ HRM/ A041/ AC-AMC_ENQ**" followed by **bidder contact details** like address, mobile no., email etc.

The prices **should not be** mentioned in the price format in this envelope.

B. Part-II: Price Bid (Envelope #3)

The duly filled price bid in the enclosed "**Price Bid Format**" (annexure-II) needs to be in sealed envelope #3. This envelope should be super-scribed as "**Part-II: Ref. ID/ HRM/ A041/ AC-AMC_ENQ**" followed by bidder details.

The offer, completed in all respects, has to positively reach the undersigned before 1500 hours of 07.09.2019 at:

Shlok Nagar
Sr. Engineer (HR-Admin)
BHEL – Industry Sector
Integrated Office Complex
Lodhi Road, New Delhi – 110003

The offers received **on or before 1500 hours of 07.09.2019** shall be considered for **opening of Techno-commercial bid** scheduled at 1500 hours on **07.09.2019** in presence of the bidders who may like to be present. **Offers received after specified time of submission shall be liable for rejection.**

After techno-commercial evaluation of the offers, price bid of the bidders who qualify techno-commercial evaluation shall be opened on a later date in presence of the bidders who may like to be present. The date of opening of price bid shall be intimated to the qualified bidders through email.



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Evaluation criteria:

1. On the date of opening of tender, only technical bid shall be opened in presence of the bidders who would like to be present.
2. The techno-commercial bids i.e. Part-I submitted by all the bidders will be evaluated first. After techno-commercial evaluation, only the price bids of the bidders who qualify the techno-commercial evaluation will be opened on a subsequent date. The date of opening of price bids shall be intimated to the concerned bidders through email.
3. In the price bid, the bidders are required to quote item wise rate for each type of AC mentioned in Price Format (annexure II) in the space provided.
4. The ranking of the bidders shall be made on the basis of total amount calculated for two years from the item wise rates quoted by the bidders.
5. In the event of more than one bidder having quoted identical lowest rates and there is a tie amongst the bidders, the respective bidders would be asked to submit their revised rates. This process would continue till the distinct L1 (lowest) rate is arrived.
6. Work will be awarded to the L1 bidder and final decision of BHEL on evaluation of bidders shall be binding on all the bidders.

Terms & Conditions of the contract:

1. **Validity:** The validity of contract will be for 2 years from the date of start of work.
2. **Subletting:** The Contractor shall not sublet, transfer or assign the full work or any part thereof to any other person/company/organization.
3. **Quantity:** The quantities provided in Price Bid format are tentative in nature which may vary as per requirement, however, the payment shall be made on actual basis. BHEL reserves the right to increase or decrease the number of ACs. In case of any addition/deletion of a Window AC / Split AC / Tower AC / Ductable AC the payment shall be made on actual basis only.
4. **Payment Terms:**
 - a) Payment shall be made after successful completion of services during every quarter.
 - b) Quoted prices shall remain firm during the contract period and nothing extra shall be payable for any reason whatsoever.
 - c) No advance payment or the payment for mobilization of work will be made to the contractor.
 - d) Tax invoice raised by the contractor shall be certified by the official in-charge of BHEL and the 100% payment will be made within 15 days by NEFT/RTGS from the date of receipt of in discrepant bill.
 - e) All payment will be subject to deduction of taxes at source as per rules.
5. The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
6. **Security deposit (SD)** of 5% of order value shall be deposited by the successful bidder through NEFT either within seven days from the date of award of work or before start of contract whichever is earlier. SD can also be recovered at the rate of 10% from the


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running bills. However, in such case at least 50% of the SD shall be deposited within specified time and balance 50% may be recovered from the running bills.

If the successful bidder requests BHEL to adjust EMD amount towards SD then balance amount has to be deposited within the specified period. SD, without interest, shall be refunded after successful completion of contract period.

7. You or your work force will not be entitled for any compensation for any loss/damage suffered by your work force deployed to execute the work under this contract. BHEL shall remain indemnified against any compensation that may arise out of any injury or death to any person deputed by you under this contract.
8. **Termination of contract:** If at any time the contractor defaults in performance of the work with due diligence and continues to do so or commit any default in complying any of the tender terms and condition even after the notice in writing is given, BHEL may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to BHEL, terminate the contract by giving 30 days' notice in writing. The notice will be deemed to have served as and when sent to the address given in the tender. In such a case, the Security Deposit shall be forfeited.
9. No excuses like hindrance because of extreme weather conditions, non-availability of labour and material etc. will be entertained for not providing services on time.
10. All necessary precautions with respect to safety at site and environmental aspects and their impacts shall have to be taken by the contractor for activities performed by his workers.
11. **Arbitration:** In the event of any dispute or difference arising out of the execution of the Order/Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision between BHEL & Service provider in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL.

Subject to as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be at New Delhi.
12. **Laws governing the contract:** The Order/Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract
13. **Jurisdiction of court:** Courts at Delhi/New Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract (s) to which these conditions are applicable.
14. **Risk Clause:** In case the contractor does not accept the work awarded to him or does not turn up after the award of work, BHEL shall have the right without any prejudice to get the work done through any other alternate agency at the risk and cost of Contractor. The additional cost including loss, if any incurred by BHEL will be recovered from the Contractor.


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DETAILS OF BUSINESS

1	Name of the firm	
2	Address for communication	
3	Registered Office, if any:	
4	Telephone No. (Office) (Res) (Mobile) (Fax)	
5	Name of Proprietor/partner	
6	Contact person: Mobile: Email ID:	


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ACCEPTANCE LETTER / NO DEVIATION CERTIFICATE

Notwithstanding anything mentioned in or bid, we hereby accept all terms and conditions of the above tender.

Or

We Hereby accept all terms and conditions of the above tender except the following:

(Give reference to clause Nos. of Terms & Conditions Which are not acceptable)

- 1.
- 2.
- 3.
- 4.
- 5.

Note: Any deviation specified elsewhere in the tender shall not be considered. Deviations may or may not be accepted by BHEL.


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DECLARATION

I/We hereby declare that I /we have not been banned or de-listed by any PSU/Government Department /Financial Institute /Court and no case is pending with the police /court against our firm / partner or the company.

Signature and Seal of Authorised Signatory


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Price Bid Format

Sl. no.	Description of item	Quantity (in Nos.)	Rate per unit year	Amount per year (in figures)
1	Window AC (1.5 TR)	27		
2	Window AC (2 TR)	1		
3	Split AC (1.5 TR)	6		
4	Split AC (2 TR)	1		
5	Tower AC (2 TR)	4		
6	Tower AC (3 TR)	1		
6	Cassette Split AC (3 TR)	5		
7	Ductable Split AC (5.5 TR)	5		
Total for one year (in figures)				
Total for one year (in words)				
Applicable percentage of GST			_____ %	

Note:

1. Please quote the rates and amounts in figures as well as in words.
2. Applicable taxes shall be payable extra.

Signature and Seal of Authorised Signatory



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EFT MANDATE (DULY CERTIFIED BY BANKER)

Bank Name	CANARA BANK		
Bank Branch Address	PRIME CORPORATE BRANCH -II, WORLD TRADE TOWER, BARAKHAMBHA LANE, NEW DELHI		
Branch Code	1942	MICR No	110015097
Swift Code	CNRBINBBIFD		
IFSC for RTGS	CNRB0001942		
IFSC for NEFT	CNRB0001942		
Beneficiary's Name	BHARAT HEAVY ELECTRICALS LIMITED INDUSTRY SECTOR INTEGRATED OFFICE COMPLEX, LODHI ROAD NEW DELHI - 110003		
Beneficiary's Account Number	0307201003847		
Type of Account	CURRENT ACCOUNT - GENERAL		

We hereby certify that information given above (Bank Details) are true and correct

We certify that the particulars mentioned above are true and correct and we will be responsible if any of the information stated above found to be incorrect at a later date. We also confirm that, any changes in the above details occurring in future, shall be informed to you immediately.

Yours Faithfully

Deepak Wadhwa

Sign _____

Name: दीपक वधवा / DEEPAK WADHWA
वरिष्ठ लेखाधिकारी / Senior Accounts Officer
भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Designation: BHARAT HEAVY ELECTRICALS LIMITED
उद्योग क्षेत्र, एकीकृत कार्यालय कॉम्प्लेक्स लोधी रोड,
Industry Sector, Integrated Office Complex, Lodhi Road,
नई दिल्ली-110003 / New Delhi-110003

कृते केनरा बैंक/For Canara Bank

वरिष्ठ प्रबन्धक/Senior Manager
प्राईम कॉर्पोरेट कनॉट प्लेस शाखा
Prime Corporate Connaught Place Branch
नई दिल्ली/New Delhi-110001

Banker's Seal and Signatures

Deepak Wadhwa
16/08/19