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Bharat Heavy Electricals Limited

NOTICE INVITING TENDER

Tender No.:AA:GAX:14:AC-AMC:102

Date: 16.10.2014

Submission of tender on 07.11.2014 by 11:00 AM

Due date for opening on 07.11.2014 at 11:30 AM

Sub: Tender for Comprehensive Annual Maintenance Contract (AMC) for Window, Split ACs & Water Coolers installed at Delhi/ NCR BHEL offices

We are pleased to invite your competitive offer in sealed covers for "Comprehensive AMC for ACs (Window, Split type) and Water Coolers installed at Delhi/ NCR BHEL offices" for a period of two years. The detailed list and locations of installed ACs, and Water coolers are as per Annexure-A and total quantity of Machines for Maintenance as per quarter are as per Annexure-B.

1. DESCRIPTIONS:

- 1.1 EMD requirement as per Clause No. 3.
- 1.2 Security Deposits as per clause No. 4.
- 1.3 Evaluation Criteria as per Clause No. 5.
- 1.4 Payment Terms as per Clause no. 6.
- 1.5 Pre – Qualifying Criteria as per Clause No. 7.
- 1.6 Scope of Work as per Clause No. 8.
- 1.7 General Terms and Conditions of Contract as per Clause No. 9.
- 1.8 Contract Law, Notice and Arbitration as per Clause No. 10.
- 1.9 Procedure for Submission of Sealed Tenders as per Clause No. 11.
- 1.10 Detailed List and Locations of Installed Machines as per Annexure - A.
- 1.11 The quantity of machines to be maintained are as per Annexure - B.
- 1.12 Un - Price Bid Format as per Annexure - C.
- 1.13 Price Bid Format as per Annexure - D.
- 1.14 Acceptance Letter/ Deviation Certificate as per Annexure - E.
- 1.15 Declaration as per Annexure - F.
- 1.16 Technical Details as per Annexure - G.
- 1.17 Bidder's Details as per Annexure - H.
- 1.18 Check – List as per Annexure - I.
- 1.19 Security Deposit Bank Guarantee as per Annexure - J.

2. IMPORTANT INSTRUCTIONS:

- 2.1 Bidder must go through all the above mentioned Annexures before submitting the bid.
- 2.2 Tender Enquiry No. and due date & time must be legibly super scribed on all the envelopes.
- 2.3 Tenders shall be strictly in accordance with the tender specifications. Any deviations shall be listed out separately.
- 2.4 All documents to be submitted should be duly signed and stamped.
- 2.5 Prices quoted by the bidders will be firm and no escalation for whatsoever reason will be paid to the bidder for execution of the above job.
- 2.6 Price Bids opening/ Participation in Reverse Auction shall be for Technically and Commercially acceptable parties only.
- 2.7 Tender should be submitted along with covering letter of the bidder and duly signed on each & every page of the tender document, technical specifications and price bid by authorized signatory.
- 2.8 The bidder will be responsible for the quality of the work during the entire period of AMC.



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- 2.9 BHEL reserves the right to accept or reject any of the bid / all bids with or without deviation or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case no bidder shall have any claim arising out of such action by BHEL.
- 2.10 If it is found that bidder has provided any false information/ documents at any stage, the same will lead to disqualification of the bidder/ termination of contract and the bidder/ contractor will be blacklisted by BHEL as per BHEL rules.

The Part – I offers of the bidders shall be opened on due date of opening, that is, **07.11.2014** at **11:30 am** in the presence of authorized representatives of the parties who may like to be present.

3. EMD:

- 3.1 Each bidder has to deposit EMD of Rs. 40, 000/- (Rupees Forty Thousand only) as a part of subject tender and the same should be in the form of Pay Order or Demand Draft only in favour of BHEL, payable at New Delhi.
- 3.2 Tender not accompanied with EMD/ EMD submitted in any forms other than PO & DD will not be accepted.
- 3.3 EMD submitted by bidder will be forfeited if bidder revokes his tender within validity period or increases his rates.
- 3.4 Tender without requisite EMD will not be considered for further evaluation.

4. SECURITY DEPOSIT CUM PERFORMANCE BANK GUARANTEE: The bidder must deposit the required amount of security within 15 days from the date of issue of order in any of the following form.

- Cash (as permissible under income tax act)
- Pay order, Demand draft in favour of BHEL
- Local cheques of scheduled banks, subject to realization.
- Bank Guarantee from scheduled banks/ public financial institutions as prescribed proforma as per **Annexure-J**.
- 50% in any of the above forms and Balance 50% shall be recovered by deductions from running bills @ 10% of the value of each running bill, till the full Security Deposit is made up.

The rate of Security deposit shall be as follows:

- Up to Rs. 10 Lakhs: 10% of contract value.
- Above Rs. 10 Lakhs up to Rs. 50 Lakhs: Rs. 1 Lakh + 7.5% of the amount exceeding Rs. 10 Lakh.

The validity of the Bank Guarantee furnished towards Security Deposit shall be up to the period of order issued. It may be noted that in no case the security deposit shall be refunded or released prior to passing of final bill.

5. EVALUATION CRITERIA: Work order will be placed on lowest bidder for the complete scope of work, for which the bidder has qualified in the Techno-commercial Bid and subsequently has emerged as lowest bidder in the evaluation of price bid on the basis of "Total Amount per Quarter, excluding Service Tax" quoted by the bidder (refer price bid format Annexure-D). **Evaluation of the Bidders will be done on overall quote basis for the complete work and entire job will be awarded to one bidder.**

6. PAYMENT TERMS

- 6.1 The quantity mentioned in Annexure-B is indicative only. However, the payment shall be made for the actual quantity of work done at the quoted unit rates for all the items.

BHEL HOUSE, Siri Fort, New Delhi – 110049

Manish Shankar



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- 6.2 The payment shall be made quarterly in arrears after deducting TDS and security deposit as applicable.

7. PRE – QUALIFYING CRITERIA

- 7.1 The bidder should have PAN No., ESI registration certificate, Service Tax No. and PF Registration No.
- 7.2 The bidder's average Annual financial turnover during the last three financial years ending 31.03.2014 should be at least Rs. 3.42 Lakhs.
- 7.3 The experience of having successfully completed similar Job/ services (similar completed Job/ services shall mean contract for Comprehensive Annual Maintenance of split ACs/ Window ACs/ Water Coolers) during last 7 years ending on 31.03.2014 should be either of the following-
- a) Three similar completed jobs/ services with annual contract value not less than Rs. 4.56 lakhs.
 - Or
 - b) Two similar completed jobs/ services with annual contract value not less than Rs. 5.70 Lakhs.
 - Or
 - c) One similar completed jobs/ services with annual contract value not less than Rs. 9.12 Lakhs.
- 7.4 Bidder should be an authorized service provider of one of the branded Air Conditioner (Such as Voltas, Hitachi, Bluestar, LG, Carrier, National, Electrolux, Godrej, Mitsubishi, Toshiba, General, Daikin, Haier, Videocon, Panasonic, Onida, Whirlpool, Napoleon, Fedders Lloyd etc.).
- 7.5 **Documents Required in Support of Pre-Qualifying Requirement (PQR) -**
- a) Copy of the PAN card, Certificate of ESI Registration No., Service Tax No. and PF Registration No. as per S. No. 7.1.
 - b) Certified copy of Balance Sheet and profits & loss Account statements of last three financial years i.e. FY 2011-12, 2012-13 & 2013-14. In case of unavailability of Balance Sheet & Profit & Loss statement for FY 2013-14, CA certificate for the same shall be furnished.
 - c) Copy of acknowledgements of IT return of last three financial years i.e. FY 2011-12, 2012-13 & 2013-14 (AY 2012-13, 2013-14 & 2014-15).
 - d) Copies of Work Orders/ award letters 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 31.03.2014 as against S. No. 7.3.
 - e) Copy of agreement/ certificate from any of make of Air Conditioners (as mentioned at S. No. 7.4), stating you being the authorized service provider in Delhi/ NCR region.

8. SCOPE OF WORK

- 8.1 Comprehensive AMC shall cover maintenance, dismantling and removing, recharging of Refrigerant, re-installation of ACs (Window, Split type) and Water Coolers for all machines wherever installed.
- 8.2 Wet service of all machines wherever applicable shall have to be undertaken once in six months. The wet service shall include checking of electrical connections, checking of stabilizer, washing of cooling coils and condenser coils, oiling and greasing of motors, checking compressors and measuring grill temperature.

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- 8.3 The dry service of all machines wherever applicable shall have to be undertaken once a quarter. The dry service shall include cleaning of the air filter and grill.
- 8.4 Wet services of all ACs which are in 24x7x365 operation mode have to be undertaken bi-monthly and dry service for these machines have to be undertaken fortnightly.
- 8.5 The remedial or breakdown maintenance shall have to be undertaken as and when complaint is lodged. All complaints should be attended within two hours from the time of their lodgement. Standby machine shall have to be provided if the faulty machine is to be taken to workshop for repairs.
- 8.6 Spare parts required for maintenance such as capillary, strainer, selector switch, thermostat, starting and running capacitor, starting relay, wiring, power cable, jute air filter, blower fan, condenser fan, flapper motor, contactor (3 phase), relay (3 phase) and fan capacitor shall be provided by successful bidder at no extra cost. All the spare parts supplied by vendor should be of reputed make (Preferably by Crompton, Bajaj, L & T, OEMs etc.).
- 8.7 Stabilizer (electronics, transformer and relay), remote and remote sensor shall have to be repaired and required spares supplied at no extra cost.
- 8.8 Refrigerant (if required in any case) shall be re-charged at no extra cost. However in case of shifting of split ACs, the refrigerant recharging cost, if any, shall be borne by BHEL as mentioned here under at S. No. 8.9.
- 8.9 If full recharging of refrigerant is undertaken, then the charges quoted for full recharging of refrigerant shall be payable. If only top-up of refrigerant is undertaken, then 50% of the charges quoted for full recharging of refrigerant shall be payable.
- 8.10 Repair of electrical wiring up to DP switch shall be undertaken by the bidder at no extra cost.
- 8.11 Reciprocating compressor shall have to be repaired and all required spares to be supplied by bidder at no extra cost. The compressors of some ACs are under warranty and therefore these compressors shall be repaired by the concerned OEM during warranty period. Removing of such compressors and re-fitting after repairs shall be in the scope of the bidder. Rotary/ Scroll Compressors, which are not repairable, shall be provided by BHEL, if required, whereas all required spares to be supplied by bidder at no extra cost.
- 8.12 Grill and plastic filter if required shall be provided by BHEL.
- 8.13 Transportation for shifting of ACs (Window, Split type) shall be undertaken by BHEL.
- 8.14 The bidder shall depute two resident AC mechanics (one each for Corporate Office & Power Sector) and two helpers (one each for Corporate Office & Power Sector) at BHEL House during the validity period of the Comprehensive AMC. The AC mechanic & helper shall report at BHEL House from 9:00 AM to 5.30 PM on all weekdays i.e., from Monday to Saturday. Deputed manpower will be given national holidays only. In case the AC mechanic and helper do not report up to 9:30 AM, then a penalty of Rs. 200.00 per day shall be imposed and recovered from respective quarterly bill. The bidder, through the resident AC mechanic, should maintain service card for each machine and enter the date of wet/ dry service and the service card should be got counter signed by the concerned user/ BHEL engineer. The AC mechanic and helper should be well equipped with all tools and tackles required to perform the task. Local conveyance charges for resident AC mechanic & helper shall be borne by the bidder. Whenever extra manpower, in addition to the resident AC mechanic and helper, will be required to meet the contractual obligations, the bidder shall have to provide the same at no extra cost.

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9. GENERAL TERMS & CONDITIONS OF THE CONTRACT

- 9.1 **Validity of Contract:** The contract shall be valid for two years from the date of award.
- 9.2 Bids shall be submitted on or before the due date. Delayed/ Incomplete offers are liable to be rejected.
- 9.3 The prices must be quoted in the enclosed price bid format only at Annexure-D.
- 9.4 **Location of Machines:** Out of machines mentioned at Annexure-B, quantities of machines installed at different locations are as below in Table A & B. BHEL reserves the right to increase or decrease the quantity of machines by 10% at the same rates and terms & conditions of this contract. Variation/s beyond the above limit shall be settled on mutually agreed rates.

Machines pertaining to Corporate Office

Table A

S. No.	Location of Installed machines	Total quantity (No.)	
		Window/ Split ACs	Water Coolers
1	CORPORATE BLOCK, BHEL HOUSE, SIRI FORT	49	03
2	POWER SECTOR BLOCK, BHEL HOUSE, SIRI FORT	29	02
3	CORPORATE COMMUNICATION, JEEVAN TARA BUILDING, PARLIAMNET STREET	17	02
4	AGVC FLATS, SIRI FORT	37	NA
5	HRDI COMPLEX, SECTOR – 16, NOIDA and BHEL TOWNSHIP, SECTOR – 17, NOIDA	8	NA
6	TOTAL INSTALLED MACHINES	147	

Machines pertaining to Power Sector

Table B

S. No.	Location of Installed machines	Total quantity (No.)	
		Window/ Split ACs	Water Coolers
1	POWER SECTOR BLOCK, BHEL HOUSE, SIRI FORT	46	05
2	AGVC FLATS, SIRI FORT	01	NA
3	TOTAL INSTALLED MACHINES	52	

- 9.5 These machines are supplied by Voltas, Hitachi, Bluestar, LG, Carrier, National, Electrolux Godrej, Mitsubishi, Toshiba etc. All these machines are in good condition and presently in operation. **Bidders may inspect the machines thoroughly before submitting their offer.**
- 9.6 **Penalty Clause:** Minor complaints should be resolved within three hours and major complaints should be resolved within two days from the date of their lodgement. If any complaint remains unresolved for more than two days from the date of their lodgement, then a penalty of Rs.500 per day per pending complaint shall be imposed and recovered from the next quarterly bill.
- 9.7 All tools & tackles required for maintenance work shall have to be provided by the successful bidder at no extra cost.
- 9.8 Any machine damaged due to mishandling by the person deputed by the vendor shall have to be restored back to its original condition by the vendor at their own cost. Any damage caused due to fire, flooding, short circuiting or any natural calamity shall be borne by the vendor only. The insurance of the machines shall be in the scope of the vendor. In such cases, the vendor shall replace the machines if destroyed beyond recovery and repaired if



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- damaged within a period of 07 days from the date of intimation from BHEL. Beyond this time of 07 days, penalty shall be imposed on the vendor, as per S. No. 9.6.
- 9.9 The bidder shall indemnify BHEL against any compensation that may arise out of any injury or death to any person deputed by the bidder.
- 9.10 The bidder should comply with all statutory requirements applicable for this contract. The bidder shall pay minimum wages as applicable in Delhi or more to their workforce deployed for execution of work. The bidder shall also ensure compliance of PF & ESI Act for their workforce deployed for execution of work. BHEL shall not be responsible for any liability with respect to non-compliance of any statutory requirement by the bidder.
- 9.11 The bidder should accept all terms & conditions of the tender unconditionally. Offers with deviations from terms and conditions of this tender are liable to be rejected. Deviations, if any, mentioned elsewhere in bid apart from Annexure-E – "ACCEPTANCE LETTER/ DEVIATION CERTIFICATE" (whether techno-commercial bid or Price bid) shall be treated as null and void by BHEL.
- 9.12 **Validity of Rates:** Rates shall remain valid for the contract period of **Two years**. No request will be entertained for any increase of rates during the validity of contract period what so ever may be the reason. Service Tax, if any, will be applicable as per Govt. notification.
- 9.13 **Validity of offer:** The offer shall remain valid for 90 days from the date of opening of Part-I Bid & 60 days from the date of Price Bid opening / Date of Reverse Auction, whichever is later. In case Bharat Heavy Electricals Limited calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the bidders.
- 9.14 Rates quoted should be inclusive of all taxes and duties excluding service tax. Service tax shall be reimbursed based on documentary evidence provided. However, statutory variation, if any, in respect of Service Tax, etc shall be admissible during the validity of contract.
- 9.15 No revision of prices shall be entertained after bids have been opened.
- 9.16 Bid should be free from correction and erasers. Corrections, if any, must be counter-signed. If there is a difference between price quoted in words and figures or there is any other discrepancy in the Price Schedule, higher value(s) will be considered for evaluation and lower values will be considered for ordering.
- 9.17 The offers of the bidders who are on the banned list as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.
- 9.18 **Terms and Conditions of Reverse Auction (RA)**
- a) BHEL may go for Reverse Auction (on-line bidding on Internet) instead of opening the submitted sealed paper price bid. The decision to go for Reverse Auction will be taken after techno-commercial evaluation. Information and general terms and conditions governing RA are given below.
 - b) For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
 - c) BHEL will engage the services of a Service Provider who will provide all necessary training and assistance/ demonstration before commencement of on line bidding on internet.
 - d) BHEL will inform the Vendors in writing the details of Service Provider to enable them to contact for training/ demonstration.
 - e) Business rules like event date, time, start price, bid decrement, extensions etc. also will be communicated through Service Provider for compliance.
 - f) Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse Auction. Without this, the vendor will not be eligible to participate in the event.
 - g) Reverse auction will be conducted on a scheduled date & time.
 - h) At the end of Reverse Auction event, the lowest bid value will be known on the network.

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- i) The lowest bidder has to fax the duly signed filled-in prescribed format as provided to BHEL through Service Provider within 24 hours of Auction without fail.
- j) Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.
- k) In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the paper Price bids already submitted and available with BHEL shall be opened as per BHEL's standard practice.
- l) In the event of finalization of award through Reserve Auction, the ratio of Final Bid Price and the opening bid price as per S. No. 10 of Price Bid Format shall be applied on all the components of Price Bid Format to arrive at the final ordering price.

Separate Work Orders for Tender for Comprehensive Annual Maintenance Contract (AMC) for Window, Split ACs & Water Coolers installed at Delhi/ NCR BHEL offices shall be placed for machines pertaining to Corporate Office & Power Sector shall be placed on bidder quoting Lowest amount for "Total Amount per Quarter, excluding Service Tax" in price bid format (Refer Annexure D).

10. CONTRACT LAW, NOTICE AND ARBITRATION

10.1 Arbitration

- a) In the event of any dispute or difference arising out of the execution of the 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 (Purchaser).
Subject 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.
- b) In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Department, the following clause shall be applicable-

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Order/Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively. The parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.

10.2 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.

10.3 Jurisdiction of Court

Courts at Delhi/New Delhi shall have exclusive jurisdiction to decide the dispute, if any,

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arising out of or in respect of the contract(s) to which these conditions are applicable.

10.4 Default / Breach of Contract, Insolvency and Risk Purchase

- a) If the Service Provider / Contractor fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor (Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Contractor (Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores / services not so delivered or others of a similar description where stores / services exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor (Service Provider) and the Seller/Contractor (Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.
- b) Cost of the purchases made by the Purchaser at the risk and cost of the seller/ contractor (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of materials / services so purchased/hired.

11. PROCEDURE FOR SUBMISSION OF SEALED TENDERS

11.1 Bid Submission

Bidders are requested to quote in two parts . However for quotation submitted in single bid against our requirement of two part bid will be considered only if the bid is techno-commercially accepted without seeking any clarifications from the bidder. Otherwise, the bid is liable to be rejected.

Bids shall be submitted latest by 11:00 Hrs on or before the due date (07.11.2014), in two parts as described below, to Sh. Manish Bhaskar, Sr. Executive (HR-GAX), BHEL House, Siri Fort, New Delhi-110049.

Tenders shall be accompanied with a covering letter giving index interlinking all the documents enclosed. Incomplete tender in any respect, are liable to be rejected.

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11.2 The offer is to be submitted in two part bid in sealed covers prominently super scribed the tender number and due date and time as mentioned in the tender enquiry.

Part-I: Techno-Commercial Bid

This part shall contain the following documents duly signed and stamped:

- a) Payment Terms, Evaluation Criteria, PQR Documents, Scope of Work, General Terms & Conditions of the Contract, Contract Law, Notice and Arbitration.
- b) Detailed list and locations of installed ACs, and Water coolers (**Annexure-A**)
- c) Quantity of Machines for Maintenance as per quarter (**Annexure-B**)
- d) Un-priced Bid Format (**Annexure-C**)
- e) Acceptance letter/Deviation certificate - The bidder generally should accept all terms and conditions of the tender unconditionally. Tenders with deviations from terms and conditions are likely to be rejected. (**Annexure-E**)
- f) Declaration (**Annexure-F**)
- g) Technical Details (**Annexure-G**)
- h) Bidder's Details (**Annexure-H**)
- i) Checklist (**Annexure-I**)
- j) EMD as mentioned at S. No. 3.

Note: EMD of unsuccessful Bidders shall be refunded within 15 days post award/ commencement of contract. EMD shall not carry any interest.

- k) All documents as required against the defined PQR at S. No. 7.5 above duly **signed and stamped by the Bidder.**

Part-II: Price Bid

Part-II shall contain **Prices only** as per **Annexure-D** and should not contain any technical details and/ or Commercial Terms & Conditions. Any technical details and/ or Commercial Terms & Conditions, if found in this part shall be ignored as the same are supposed to be contained in Part-I only as indicated above.

This part shall be submitted in a Sealed Cover with bidder's Seal super-scribed with correct Enquiry No., due date of opening and '**Part-II: PRICE BID**'. Rates shall be **quoted both in words and figures**

11.3 Bid Opening

Part-I (Techno-Commercial Bids) will be opened at 11.30 AM on the due date in the presence of bidders who may like to be present. Part-II (Price Bids) shall be opened of those bidders only who will be technically & commercially qualified vendors/ parties in Part-I bid. **Date and time of opening of Part-II (Price Bids) shall be communicated separately.**

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16/10/14



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ANNEXURE-A

DETAILED LIST AND LOCATIONS OF INSTALLED ACs, AND WATER COOLERS

Machines pertaining to Corporate Office

Table I

S. No.	Details of Installed Machines	Qty of Split (S) ACs	Qty of Window (W) ACs
1	Locations of Installed ACs at BHEL House, Siri Fort	48	30
2	Locations of Installed ACs at Corp. Communication, Jeevan Tara Building	13	04
3	Locations of Installed ACs at AGVC Flats and Director's Residences	28	09
4	Locations of Installed ACs at BHEL Township, Noida and HRDI, Noida	05	03
5	TOTAL INSTALLED ACs	94	46
6	Locations of Installed Water Coolers at BHEL House, Siri Fort and Corp. Communication, Jeevan Tara Building	Water Coolers at BHEL House --- 05 Water Coolers at BHEL CC office --- 02 TOTAL --- 07	
7	TOTAL INSTALLED MACHINES	147	

Machines pertaining to Power Sector

Table II

S. No.	Details of Installed Machines	Qty of Split (S) ACs	Qty of Window (W) ACs
1	Locations of Installed ACs at BHEL House, Siri Fort	18	28
2	Locations of Installed ACs at AGVC Flats	01	NA
3	TOTAL INSTALLED ACs	19	28
4	Locations of Installed Water Coolers at BHEL House, Siri Fort	05	
5	TOTAL INSTALLED MACHINES	52	

Table III

Machines pertaining to Corporate Office (Nos.)	147
Machines pertaining to Power Sector (Nos.)	52
Total Number of Machines for AMC (Nos.)	199

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ANNEXURE-B

QUANTITY OF MACHINES FOR MAINTENANCE

Sub: Tender for Comprehensive Annual Maintenance Contract (AMC) for Window, Split ACs & Water Coolers installed at Delhi/ NCR BHEL offices

S No	Description of Machines	Quantity of machine
1	Window AC – 1.0 TR	01
2	Window AC – 1.5 TR	73
3	Window AC – 2.0 TR	Nil
4	Split AC – 1.0 TR	01
5	Split AC – 1.5 TR	71
6	Split AC – 2.0 TR	41
7	Water Coolers – 20/40/150 litres Capacity	12
8	TOTAL MACHINES	199

Manish Sharma



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

ANNEXURE-C

UN-PRICE BID FORMAT

Sub: Tender for Comprehensive Annual Maintenance Contract (AMC) for Window, Split ACs & Water Coolers installed at Delhi/ NCR BHEL offices.

S No.	Items	Rate (Rs.) per item (A)	Quantity of machines (B)	Amount (Rs.) (C=A*B)
1	Charges for maintenance of 1.0/ 1.5/ 2.0 TR Window AC per quarter	Q	74	Q
2	Charges for maintenance of 1.0 /1.5 /2.0 TR Split AC per quarter	Q	113	Q
3	Charges for maintenance of 20/40/150 litres capacity Water Coolers per quarter	Q	12	Q
4	Charges for Dismantling & Removing of Split ACs of capacity 1.0 /1.5/ 2.0 TR	Q	01	Q
5	Charges for Full Recharging of Refrigerant in Split ACs of capacity 1.0/ 1.5 TR (In case of shifting only)	Q	01	Q
6	Charges for Full Recharging of Refrigerant in Split ACs of capacity 2.0 TR (In case of shifting only)	Q	01	Q
7	Charges for reinstallation of Split ACs of capacity 1.0/ 1.5 TR (extra insulated copper pipe, drain pipe and wire excluded)	Q	01	Q
8	Charges for reinstallation of Split ACs of capacity 2.0 TR (extra insulated copper pipe, drain pipe and wire excluded)	Q	01	Q
9	Amount per Quarter (exclusive service tax) Rs. =			Q
10	Total Amount for two years (Sl. No. 9 * 8 quarters) (excluding service tax) Rs. =			Q

Evaluation Criteria

1. Bids shall be evaluated on the basis of "Total Amount per Quarter, excluding Service Tax" quoted by the bidder. Therefore, bidder should fill amount for one quarter at Sl. No. 1, 2, 3. For Sl. No. 4, 5, 6, 7, 8, amount to be filled for single job only.
2. Order shall be placed on overall L-1 rates.
3. The above requirement is indicative and is to be considered for bid evaluation purpose only. However, the payment shall be made at the unit rates for the actual quantity of work done.

Signature
With name, Designation & seal of the firm

Manish Bhatnagar



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

ANNEXURE-D

PRICE BID FORMAT

Sub: Tender for Comprehensive Annual Maintenance Contract (AMC) for Window, Split ACs & Water Coolers installed at Delhi/ NCR BHEL offices

S No.	Items	Rate (Rs.) per item (A)	Quantity of machines (B)	Amount (Rs.) (C=A*B)
1	Charges for maintenance of 1.0/ 1.5/ 2.0 TR Window AC per quarter		74	
2	Charges for maintenance of 1.0 /1.5 /2.0 TR Split AC per quarter		113	
3	Charges for maintenance of 20/40/150 litres capacity Water Coolers per quarter		12	
4	Charges for Dismantling & Removing of Split ACs of capacity 1.0 /1.5/ 2.0 TR		01	
5	Charges for Full Recharging of Refrigerant in Split ACs of capacity 1.0/ 1.5 TR (In case of shifting only)		01	
6	Charges for Full Recharging of Refrigerant in Split ACs of capacity 2.0 TR (In case of shifting only)		01	
7	Charges for reinstallation of Split ACs of capacity 1.0/ 1.5 TR (extra insulated copper pipe, drain pipe and wire excluded)		01	
8	Charges for reinstallation of Split ACs of capacity 2.0 TR (extra insulated copper pipe, drain pipe and wire excluded)		01	
9	Amount per Quarter (excluding service tax) Rs.			
10	Total Amount for two years (Sl. No. 9 * 8 quarters) (excluding service tax) Rs.			

Evaluation Criteria

1. Bids shall be evaluated on the basis of "Total Amount per Quarter, excluding Service Tax" quoted by the bidder. Therefore, bidder should fill amount for one quarter at Sl. No. 1, 2, 3. For Sl. No. 4, 5, 6, 7, 8, amount to be filled for single job only.
2. Order shall be placed on overall L-1 rates.
3. The above requirement is indicative and is to be considered for bid evaluation purpose only. However, the payment shall be made at the unit rates for the actual quantity of work done.

Signature
With name, Designation & seal of the firm

BHEL HOUSE, Siri Fort, New Delhi – 110049

Manish Bhargava



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

ANNEXURE-E

ACCEPTANCE LETTER / DEVIATION CERTIFICATE

Sub: Tender for Comprehensive Annual Maintenance Contract (AMC) for Window, Split ACs & Water Coolers installed at Delhi/ NCR BHEL offices.

Notwithstanding anything mentioned in our 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 followings:
(Give reference to Clause Nos. of Terms & Conditions which are not acceptable)

1.

2.

3.

Note :

Deviations may or may not be accepted by BHEL.

"I _____ hereby certify that except the deviations mentioned above, we do not have any other deviations to the tender no. _____ dated _____.

Deviations if any, mentioned elsewhere in our bid (whether Techno-commercial bid of Price bid) may be treated as null and void by BHEL.

Signature

With name, Designation & seal of the firm

21/ Anish Sharma



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

ANNEXURE-F

DECLARATION

Sub: Tender for Comprehensive Annual Maintenance Contract (AMC) for Window, Split ACs & Water Coolers installed at Delhi/ NCR BHEL offices.

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

With name, Designation & seal of the firm

Manish Sharma



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

ANNEXURE-G

TECHNICAL DETAILS

Sub: Tender for Comprehensive Annual Maintenance Contract (AMC) for Window, Split ACs & Water Coolers installed at Delhi/ NCR BHEL offices.

TURNOVER as per Audited Balance Sheet	FY 2013-14	FY 2012-13	FY 2011-12
Amount (Rs.)			

Fill the details in the table below as per documents submitted against Pre Qualifying Criteria (S. No. 7.3)

EXPERIENCE	No. of Works	Value	Customer's Name
1.			
2.			
3.			

PAN Card No.	
Service Tax No.	
PF Registration No.	
ESI Registration No.	
EMD Details	DD/ PO No. Date Amount (Rs.)

Signature
With name, Designation & seal of the firm

Lavish Bhambhani



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

ANNEXURE-H

BIDDER'S DETAILS

Sub: Tender for Comprehensive Annual Maintenance Contract (AMC) for Window, Split ACs & Water Coolers installed at Delhi/ NCR BHEL offices.

Name of the Contractor /Party/ Firm	
Name of Authorized Representative	
Phone Nos.	
Mobile Nos.	
Fax No.	
E-Mail Address	
Web Site Address (If Any)	

Signature
With name, Designation & seal of the firm

anil Bhosla



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

ANNEXURE-I

CHECK-LIST (PART-I BID)

Sub: Tender for Comprehensive Annual Maintenance Contract (AMC) for Window, Split ACs & Water Coolers installed at Delhi/ NCR BHEL offices.

SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER

SNo.	Description of requirement	Yes/ No/NA	Page Nos.
1	EMD of Rs. 40,000/- in the form of Pay order or Demand Draft in favour of "Bharat Heavy Electricals Ltd" in a separate envelope.		
2	Details of work experience, satisfactory work performance certificates as per S. No. 7.5 (d)		
3	Certified copy of Balance Sheet and profits & loss Account statements of last three financial years i.e. FY 2011-12, 2012-13 & 2013-14 (AY 2012-13, 2013-14 & 2014-15). In case of unavailability of Balance Sheet & Profit & Loss statement for FY 2013-14, CA certificate for the same shall be furnished.		
4	Copy of acknowledgements of IT return of last three financial years i.e. FY 2010-11, 2011-12, 2012-13 (AY 2011-12, 2012-13 & 2013-14).		
5	Copy of the PAN card.		
6	Copy of ESI registration certificate		
7	Copy of agreement/certificate from any of the Air Conditioner brand stating you as authorized service provider in Delhi/NCR as per S. No. 7.5(e)		
8	Copy of Service Tax registration certificate, if bidder turnover is more than Rs. 10 lakhs per annum		
9	Copy of PF registration certificate		
10	PQR Documents, Scope of Work, Terms & Conditions, Payment Terms, General Terms & Conditions.		
11	Detailed list and locations of installed ACs, and Water coolers (Annexure-A)		
12	Quantity of Machines for Maintenance (Annexure-B)		
13	Un-priced Bid Format (Annexure-C)		
14	Acceptance/ Deviation letter (Annexure-E)		
15	Declaration (Annexure-F).		
16	Technical Details (Annexure-G).		
17	Bidder's Details (Annexure-H).		
18	Checklist (Annexure-I)		

Signature
With name, Designation & seal of the firm

BHEL HOUSE, Siri Fort, New Delhi – 110049

M. Anil Kumar



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

ANNEXURE - J

SECURITY DEPOSIT BANK GUARANTEE

This deed of Guarantee made thisday of two thousand and by(Bank) herein after called the " The Guarantor" (which expression shall unless repugnant to the context or meaning thereof be deemed to include it's successors and assigns) in favour of M/s Bharat Heavy Electricals Limited (A Govt. of India Undertaking) a company incorporated under the Companies Act, 1956, having it's registered office at BHEL House , Siri Fort, Asiad, New Delhi- 110049 through it's office complex at Noida, distt, Gautam Budha Nagar (UP) - 201301 herein after called " The Company" (which expression shall unless repugnant to the context or meaning thereof by deemed to include it's successors and assigns)

WHEREAS(herein after referred to as the Contractor) have entered into contract arising out of Letter of Intent no. dt.....(herein after referred to as "the contract") for the construction of with the company.

AND WHEREAS the contract inter-alia provides that the contractor shall furnish to the company a sum of Rs.....(Rupees) towards security deposit for due and faithful performance of the contract in the form and manner specified therein .

AND WHEREAS the contractor has approached the Guarantor and in consideration of the arrangement arrived at between the Contractor and the Guarantor, the Guarantor has agreed to give the Guarantee as hereinafter mentioned in favour of the company.

The Guarantor do hereby guarantee to the company the due and faithful performance, observance or discharge of the Contract by the contractor and further unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of Rs.....(Rupees.....) against any claim by the company on them for any loss , damage, costs, charges and expenses caused to or suffered by the company by reasons of the contractor making any default in the performance, observance or discharge of the terms, conditions, stipulations or undertakings or any of them as contained in the contract.

The decision of the company whether any default has occurred or has been committed by the contractor in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the contract and/ or as to the extent of loss, damage, costs, charges and expenses caused to or suffered by the company by reason of the contractor making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the Guarantor irrespective of the fact whether the contractor admits or denies the default or questions the correctness of any demand made by the company in any Court, Tribunal or Arbitration proceedings or before any other Authority.

The company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the terms and conditions of the contract or extend time of performance by the contractor or to postpone for any time and from time to time any of the powers exercisable by it against the contractor and either enforce or forebear from enforcing any of the terms and conditions governing the contract or securities available to the company and the Guarantor shall not be released from it's liability under these presents by any exercise by the company of the liberty with reference to the matters aforesaid or by reasons of time being given to the contractor or any other forbearance act or commission on the part of the company or any indulgence by the company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so releasing the Guarantor from it's liability under this guarantee.

BHEL HOUSE, Siri Fort, New Delhi – 110049

Manish Bhandari



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the contract and it's claim satisfied or discharged and till the company certifies that the terms and conditions of the contract have been fully and properly carried out by the contractor accordingly discharges this Guarantee, subject however, that the company shall have no claim under this Guarantee after..... i.e, (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time, as the case may be) unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.

The Guarantor undertakes not to revoke this Guarantee during the period it is in force except with the previous consent of the Company in writing and agrees that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the contractor or the Guarantor shall not discharge the Guarantor's liability hereunder.

It shall not be necessary for the company to proceed against the contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them notwithstanding any security which the company may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Guarantor hereunder be outstanding or unrealized.

Notwithstanding anything contained herein before, our liability under the Guarantee is restricted to Rs (Rupees.....). Our guarantee shall remain in force un till....., i.e, (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time) unless a claim or demand under this guarantee is made against us on or before.....we shall be discharged from our liabilities under this Guarantee thereafter.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts having jurisdictions at New Delhi only.

The Guarantor hereby declares that it has power to execute this guarantee and the executants have full powers to do so on behalf of the Guarantor.

IN WITNESS whereof the(Bank) has hereunto set and subscribed it's hand the day, month and year first, above written,

Signed for and on behalf of the Bank
(Signatory No,.....)

WITNESSES

1. Name and Address
2. Name and Address

Notes:

1. The above BG shall be executed on the non-judicial stamp papers of adequate value procured in the name of the bank in the state where the bank is located.
2. The above BG is required to be sent by the executing bank directly to BHEL at the address where tender is submitted/ accepted under seal cover.

1/10/18
Amish Shankar