



**BHARAT HEAVY ELECTRICALS LIMITED**  
**CORPORATE (HR – GAX)**  
BHEL House, SIRI FORT, NEW DELHI – 110049.

PH: 011-66337438  
FAX: 011-66337428  
e-mail: manishkbhaskar@bhel.in

## **Tender Enquiry**

Tender No.:AA:GAX:17:AC-AMC:103

Date: 29.06.2017

Submission of tender on 10.07.2017 by 13:00 Hrs.  
Due date for opening on 10.07.2017 at 14:00 Hrs.

**SUB: Comprehensive Annual Maintenance Contract (AMC) for Window, Split ACs & Water Coolers installed at Delhi/ NCR, BHEL offices and AGVC Flats.**

BHEL intends to enter into Comprehensive Annual Maintenance Contract (AMC) for Window, Split ACs & Water Coolers installed at Delhi/ NCR, BHEL offices and AGVC Flats.

### **1.0 PREQUALIFYING CRITERIA**

#### **1.1 EARNEST MONEY DEPOSIT (EMD)**

- a) Each bidder has to deposit EMD of **₹ 9,840.00** (Rupees Nine Thousand Eight Hundred Forty only) as a part of subject tender and the same should be in any form of (i) Cash deposit as permissible under the extant Income Tax Act (before tender opening). (ii) Electronic Fund Transfer credited in BHEL account (before tender opening) (iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer).
- b) Tender not accompanied with requisite EMD will not be accepted and shall not be considered for further evaluation.

#### **c) Forfeiture of EMD**

EMD by the Bidder will be forfeited as per this NIT conditions, if:

- i) After opening the tender and within the offer validity period, the Bidder revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.

EMD by the Bidder shall be withheld in case any action on the Bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.

- d) EMD given by all unsuccessful Bidders shall be refunded normally within fifteen days of award of work.
- e) EMD shall not carry any interest.
- f) EMD of successful Bidder will be retained as part of Security Deposit.

Regd. Office: BHEL House, Siri Fort, New Delhi – 110049 (India).

*Manish Bhaskar*





**BHARAT HEAVY ELECTRICALS LIMITED**  
**CORPORATE (HR – GAX)**  
BHEL House, SIRI FORT, NEW DELHI – 110049.

PH: 011-66337438  
FAX: 011-66337428  
e-mail: manishkbhaskar@bhel.in

**g) Micro and Small Enterprises (MSE)**

Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.

Type under MSE	SC/ST owned	Others
Micro		
Small		

**Note:** - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

- i. MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either Udyog Aadhaar or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (format enclosed as **Annexure-L**) where deemed validity of EM-II certificate of five years has expired applicable for the last audited financial year. Date to be reckoned for determining the deemed validity will be the last date of Bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not submitted along with offer. If the tender is to be submitted through e-procurement/tendering portal, then the above required documents are to be uploaded on the portal.
  - ii. MSEs shall be exempted from payment of earnest money at the time of tender submission. However, there is no exemption of security deposit submission.
  - iii. Participating MSEs quoting price within price band of L1+15 % shall be considered for award of complete scope of work by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. In case of more than one such MSE, MSE with lowest price shall be given the first option to match the L1 price. However, MSEs owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs shall be given the preference for matching the L1 price irrespective of their standing in comparative statement of MSE bidders within price band of L1+15 %.
- 1.2 Average Annual financial turnover during the last 3 years, ending 31<sup>st</sup> March 2016 of the previous financial year, should be at least **₹ 1,47,600.00** (Rupees One Lakh Forty-Seven Six Hundred only)
  - 1.3 The bidder should have an instrument of the company's legal existence i.e. Certificate of Incorporation, Partnership Deed, Instrument of Partnership, Proprietor Firm Registration or any other equivalent instrument.
  - 1.4 The bidder should have PAN (Permanent Account number).

Regd. Office: BHEL House, Siri Fort, New Delhi – 110049 (India).

*Manish Bhaskar*





**BHARAT HEAVY ELECTRICALS LIMITED**  
**CORPORATE (HR – GAX)**  
BHEL House, SIRI FORT, NEW DELHI – 110049.

PH: 011-66337438  
FAX: 011-66337428  
e-mail: manishkbhaskar@bhel.in

- 1.5 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 31.05.2017 should be either of the following-
- a) Three similar completed jobs/ services with annual contract value not less than **₹1,96,800.00** each.
- Or
- b) Two similar completed jobs/ services with annual contract value not less than **₹2,46,000.00** each.
- Or
- c) One similar completed jobs/ services with annual contract value not less than **₹3,93,600.00** each.
- 1.6 Bidder should be an authorized service provider of one of the branded Air Conditioner and / or Water Cooler (Such as Voltas, Hitachi, Bluestar, LG, Carrier, National, Electrolux, Godrej, Mitsubishi, Toshiba, General, Daikin, Haier, Videocon, Panasonic, Onida, Whirlpool, Napoleon, Fedders Lloyd etc.).
- 1.7 **DOCUMENTS REQUIRED IN SUPPORT OF PRE-QUALIFYING REQUIREMENT (PQR) -**
- a) EMD of Rs. 9,840.00 or attested copies of either Udyog Aadhaar or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (format enclosed as **Annexure-L**) where deemed validity of EM-II certificate of five years has expired applicable for the last audited financial year.
- b) Copy of the PAN card duly signed & stamped.
- c) Certified copy of audited Balance Sheet and Profits & Loss Account statements of last three financial years i.e. FY 2013-14, 2014-15 & 2015-16, duly signed & stamped. In case of unavailability of Balance Sheet & Profit & Loss statement, CA certificate for the same shall be furnished.
- d) Copy of acknowledgements of IT return of last three financial years i.e. AY 2014-2015, 2015-16 & 2016-17, duly signed & stamped.
- e) 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 31.05.2017 as against Sl. No. 1.5 of Pre-Qualifying Criteria.

Regd. Office: BHEL House, Siri Fort, New Delhi – 110049 (India).

*Manish Bhaskar*





**BHARAT HEAVY ELECTRICALS LIMITED**  
**CORPORATE (HR – GAX)**  
BHEL House, SIRI FORT, NEW DELHI – 110049.

PH: 011-66337438  
FAX: 011-66337428  
e-mail: manishkbhaskar@bhel.in

- f) Copy of agreement / certificate from any of make of Air Conditioners and / or water coolers (as mentioned at Sl. No. 1.6), stating you being the authorized service provider in Delhi/ NCR region.

## **2.0 SCOPE OF WORK**

- 2.1 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.
- 2.2 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.
- 2.3 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.
- 2.4 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.
- 2.5 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.
- 2.6 Spare parts required for maintenance such as 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.
- 2.7 Stabilizer, remote and remote sensor shall have to be repaired and required spares supplied at no extra cost.
- 2.8 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 sl. No. 2.9.

Regd. Office: BHEL House, Siri Fort, New Delhi – 110049 (India).

*Manish Bhaskar*





**BHARAT HEAVY ELECTRICALS LIMITED**  
**CORPORATE (HR – GAX)**  
BHEL House, SIRI FORT, NEW DELHI – 110049.

PH: 011-66337438  
FAX: 011-66337428  
e-mail: manishkbhaskar@bhel.in

- 2.9 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.
- 2.10 Repair of electrical wiring up to DP switch shall be undertaken by the bidder at no extra cost.
- 2.11 Reciprocating compressor shall have to be repaired and 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. 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.
- 2.12 Grill and plastic filter if required shall be provided by BHEL.
- 2.13 Transportation for shifting of ACs (Window, Split type) shall be undertaken by BHEL.
- 2.14 The bidder shall depute one resident AC mechanic and one helper 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. In case the AC mechanic and helper do not report up to 9:30 AM, then penalty shall be levied as per Penalty Clause at S.No. 4.3. 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.

### **3.0 GENERAL TERMS & CONDITIONS**

- 3.1 **Validity of Contract:** The contract shall be valid for two years from the date of award.
- 3.2 Bids shall be submitted on or before the due date. Delayed / Incomplete offers are liable to be rejected. All documents submitted should be self - attested and stamped.
- 3.3 The prices must be quoted in the enclosed price bid format only at Annexure-J.
- 3.4 Location of Machines: Out of machines mentioned at Annexure-B, quantities of machines installed at different locations are as below. BHEL reserves the right to increase/decrease the quantity of machines by 20%.

Regd. Office: BHEL House, Siri Fort, New Delhi – 110049 (India).

*Manish Bhaskar*





**BHARAT HEAVY ELECTRICALS LIMITED**  
**CORPORATE (HR – GAX)**  
BHEL House, SIRI FORT, NEW DELHI – 110049.

PH: 011-66337438  
FAX: 011-66337428  
e-mail: manishkbhaskar@bhel.in

Sl. No.	Location of Installed machines	Total quantity (No.)	
		Window/ Split ACs	Water Coolers
1	BHEL HOUSE, SIRI FORT	15	7
2	AGVC FLATS, SIRI FORT	58	NIL

- 3.5 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.**
- 3.6 All tools & tackles required for maintenance work shall have to be provided by the successful bidder at no extra cost.
- 3.7 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 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 Sl. No. 3.6 above.
- 3.8 The bidder shall indemnify BHEL against any compensation that may arise out of any injury or death to any person deputed by the bidder.
- 3.9 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.
- 3.10 Deviations from tender terms & conditions if any, shall be clearly indicated at Annexure-D ONLY. In case the deviations are indicated elsewhere in the bid, the same shall not be considered for evaluation. Offers with deviations from terms and conditions of this tender are liable to be rejected, as decided by BHEL.
- 3.11 No revision of prices shall be entertained post finalization of contract.

Regd. Office: BHEL House, Siri Fort, New Delhi – 110049 (India).

*Manish Bhaskar*





**BHARAT HEAVY ELECTRICALS LIMITED**  
**CORPORATE (HR – GAX)**  
BHEL House, SIRI FORT, NEW DELHI – 110049.

PH: 011-66337438  
FAX: 011-66337428  
e-mail: manishkbhaskar@bhel.in

3.12 Rates must be quoted in figures as well as in words. However, in case of any conflict / confusion between the two, following guidelines shall follow:

- a. If, in the price structure quoted for the required goods / services / works, there is a discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c. If there is a discrepancy between words & figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which the amount in figures shall prevail subject of (a) and (b) above.
- d. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

BHELs decision regarding the same shall be final and binding.

3.13 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](http://www.bhel.com).

3.14 BHEL reserves the right to accept/ reject any offer.

3.15 All tools & tackles required for maintenance and testing work shall have to be provided by the Bidder at no extra cost.

3.16 Spare parts used by Bidder should conform to IS specifications as applicable.

3.17 Any damaged due to mishandling by the person deputed by the Bidder shall have to be restored back to its original condition by the Bidder at their own cost.

3.18 **Security deposit:** the Bidder must deposit the required amount of security within 15 days from the date of issue of Work order in any of the following form. The security deposit shall be 5% of the contract value, with a validity of 27 months from issuance.

- a) Cash (as permissible under the extant Income Tax Act)
- b) Local cheque of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- c) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL

Regd. Office: BHEL House, Siri Fort, New Delhi – 110049 (India).

*Manish Bhaskar*





**BHARAT HEAVY ELECTRICALS LIMITED**  
**CORPORATE (HR – GAX)**  
BHEL House, SIRI FORT, NEW DELHI – 110049.

PH: 011-66337438  
FAX: 011-66337428  
e-mail: manishkbhaskar@bhel.in

- d) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- e) Securities available from Indian Post offices such as National Savings Certificates,
- f) Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

- 3.19 If the services of the successful Bidder are found to be unsatisfactory then the contract may be terminated giving one month's written notice, if the Bidder does not rectify the non-performance notified, within the aforesaid notice period.
- 3.20 Bids shall be received and opened on the due date and time as mentioned above and opening will be in the presence of Bidders or their authorized representatives who may like to be present. Tenders received after due date & time are liable to be rejected.
- 3.21 **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.
- 3.22 **Validity of offer:** The offers submitted by Bidders should be valid for a period of minimum three months from the date of opening of Part-I bid. Price bid opening shall be limited to techno-commercially acceptable bidders only. Further, BHEL reserves the right to accept/ reject any offer of bidder(s) without assigning any reason.
- 3.23 **Taxes and Duties:**

- a. GST shall be paid on actual basis after submission of GST compliant invoice. Invoice shall be submitted within prescribed time limit. In case of any delay in submission of invoice or other related documents resulting or any reason not attributable to BHEL, in such case loss to BHEL will be recovered from the contractor's bill. Bill must be in the name of respective BHEL Unit/Region/Office and must contain the address and GSTIN of respective office. GSTIN will be provided to the contractor(s) by BHEL within 30 days from the placement of work order. Further such invoices have to be a GST compliant Tax invoice and must contain all the particulars as stipulated under Invoice Rules of GST Law.
- b. In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such Input Tax Credit (ITC), or any other

Regd. Office: BHEL House, Siri Fort, New Delhi – 110049 (India).

*Manish Bhaskar*





**BHARAT HEAVY ELECTRICALS LIMITED**  
**CORPORATE (HR – GAX)**  
BHEL House, SIRI FORT, NEW DELHI – 110049.

PH: 011-66337438  
FAX: 011-66337428  
e-mail: manishkbhaskar@bhel.in

reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/leviable on BHEL.

- c. In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied/leviable on BHEL.
- d. The contractor has to submit their GST registration certificate to respective BHEL Unit/Region/Office within 30 days from the acceptance of work order.
- e. Any statutory changes as and when implemented by the Government shall become applicable.
- f. Payment to the contractor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act, as amended from time to time and a certificate to this effect shall be provided to the contractor by BHEL.

#### **4.0 SPECIAL TERMS AND CONDITIONS**

4.1 **Evaluation Criteria:** Bids shall be evaluated on the basis of "Total C, excluding Tax" quoted by the bidder (refer price bid format Annexure-J). (Order shall be placed on overall L-1 (Lower one) rates)

#### **4.2 Payment Terms**

- a) The AMC charges shall be made quarterly in arrears.
- b) During two years there shall be 8 quarters and hence 8 bills may be raised by the Bidder and the payment will be made against each bill within 30 days.
- c) Any statutory deduction at source, as applicable, will be deducted from your bills.
- d) Taxes if any will be reimbursed on actual against documentary evidence. In case of new tax is introduced by GOI, new tax shall be payable after equitable adjustment.

#### **4.3 Penalty Clauses**

- a) 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.
- b) 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. In case the AC mechanic and helper do not report up to 9:30 AM, a penalty of Rs. 200.00 per day shall be imposed and recovered from respective quarterly bill.

Regd. Office: BHEL House, Siri Fort, New Delhi – 110049 (India).

*Manish Bhaskar*





**BHARAT HEAVY ELECTRICALS LIMITED**  
**CORPORATE (HR – GAX)**  
BHEL House, SIRI FORT, NEW DELHI – 110049.

PH: 011-66337438  
FAX: 011-66337428  
e-mail: manishkbhaskar@bhel.in

#### 4.4 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 Bidders 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) Bidders have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse Auction. Without this, the Bidder will not be eligible to participate in the event.
  - g) BHEL may provide the calculation sheet which will help the Vendors to enable them to fill-in the price and keep it ready for keying in during the Auction.
  - h) Reverse auction will be conducted on a scheduled date & time.
  - i) At the end of Reverse Auction event, the lowest bid value will be known on the network.
  - j) 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.
  - k) 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 Bidder to conduct business with BHEL as per prevailing procedure.
  - l) 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.
- 4.5 In the event of finalization of award through Reserve Auction, the ratio of Final Bid Price and the opening bid price shall be applied on all the components of Price Bid Format to arrive at the final ordering price.

Regd. Office: BHEL House, Siri Fort, New Delhi – 110049 (India).

*Manish Bhaskar*





**BHARAT HEAVY ELECTRICALS LIMITED**  
**CORPORATE (HR – GAX)**  
BHEL House, SIRI FORT, NEW DELHI – 110049.

PH: 011-66337438  
FAX: 011-66337428  
e-mail: manishkbhaskar@bhel.in

## **5.0 CONTRACT LAW, NOTICE AND ARBITRATION**

### **5.1 ARBITRATION**

- a) 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 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. Deptt., 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, Deptt. 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.

### **5.2 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.

### **5.3 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.

### **5.4 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

Regd. Office: BHEL House, Siri Fort, New Delhi – 110049 (India).

*Manish Bhaskar*





**BHARAT HEAVY ELECTRICALS LIMITED**  
**CORPORATE (HR – GAX)**  
BHEL House, SIRI FORT, NEW DELHI – 110049.

PH: 011-66337438  
FAX: 011-66337428  
e-mail: manishkbhaskar@bhel.in

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 not so delivered or others of a similar description where stores 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/service made by the Purchaser/Service taker 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.

5.5 **Fraud Prevention Clause:** The bidders along with their associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL Website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

## 6.0 **PROCEDURE FOR SUBMISSION OF SEALED TENDERS**

Bids shall be submitted latest by 13:00 Hrs. on or before the due date in two parts as given below, to Dy. Manager (HR-GAX & ISMG), BHEL House, Siri Fort, New Delhi-110049.

Tenders shall be accompanied with a covering letter giving index interlinking all the documents enclosed and all pages should be signed & stamped and should be as per the instructions given for quoting the bid. Incomplete tender in any respect, are liable to be rejected.

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

**Envelop I:** This envelop should be clearly marked as **Techno-commercial / Part-I bid** and should contain following documents, signed and stamped:

- a) Documents in support of PQR as listed at Clause No. 1.7  
b) Detailed list and locations of installed ACs, and Water coolers (**Annexure-A**)

Regd. Office: BHEL House, Siri Fort, New Delhi – 110049 (India).

*Manish Bhaskar*





**BHARAT HEAVY ELECTRICALS LIMITED**  
**CORPORATE (HR – GAX)**  
BHEL House, SIRI FORT, NEW DELHI – 110049.

PH: 011-66337438  
FAX: 011-66337428  
e-mail: manishkbhaskar@bhel.in

- c) Quantity of Machines for Maintenance as per quarter (**Annexure-B**)
- d) UN-Priced bid (**Annexure – C**).
- e) Acceptance letter/ Deviation certificate (**Annexure – D**)
- f) Declaration (**Annexure – E**)
- g) Letter of Indemnity (**Annexure – F**)
- h) Bidder's Details (**Annexure – G**)
- i) Security Deposit (**Annexure – H**)
- j) Check list (**Annexure – I**)
- k) Priced bid (**Annexure – J**)
- l) Complete tender document duly signed and stamped by the bidder.

**Envelop II:** This envelope should contain only price bid as per **Annexure – J** with prices. This envelope should be clearly marked as **Price bid.**

**NOTE:**

1. "Bidder must note that the bid should be submitted as per the details given at clause no. 6.0 (Procedure for Submission of Sealed Tenders) of tender enquiry dated 22.05.2017. **Price to be filled-in strictly as per the Price Bid Format (Annexure-I). Failing to so shall lead to rejection of Bid.**"
2. "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."
3. "Clarifications, if any, of Technical / Commercial nature, can be obtained from the undersigned. Please submit your lowest quotation / offers for the above requirement subject to terms and conditions given above so as to reach the under mentioned on or before the due date mentioned above."

**For & on behalf of BHEL**

*Manish Bhaskar*  
29/6/17

**Manish Bhaskar**  
**Dy. Manager (HR-GAX & ISMG)**  
Corporate Office, BHEL House,  
Siri Fort, New Delhi – 110049.  
Phone No: 011-66337438  
Email: manishkbhaskar@bhel.in





**BHARAT HEAVY ELECTRICALS LIMITED**  
**CORPORATE (HR – GAX)**  
BHEL House, SIRI FORT, NEW DELHI – 110049.

PH: 011-66337438  
FAX: 011-66337428  
e-mail: manishkbhaskar@bhel.in

**Annexure-A**

**DETAILED LIST AND LOCATIONS OF INSTALLED ACs, AND WATER COOLERS**

**Placed at Annexure-A1, A2 & A3**

*Manish Bhaskar*



# ANNEXURE - A1

## DETAILS OF SPLIT/ WINDOW A.C. INSTALLED AT BHEL, SIRI FORT

S. No.	Installed Location	AC Technical Details			Machine SI No.	
		Type (Split (S) / Window(W))	Make	Capacity (TR)	Indoor	Outdoor
FRONT BLOCK						
Ground Floor						
1	Exchange Room (CNE), near Lunch canteen	W	Hitachi	1.5		18994380
2		W	Blue Star	1.5		1899494
3	Telephone Exchange Room	S	Voltas	2	U07F7918	U07F931367
4		W	Blue Star	1.5		
First Floor						
1	VIP Lunch Room	S	Voltas	2	F001188	D00141
2		S	Voltas	2	F001189	D00144
3		S	Voltas	2	F001198	D00139
4		S	Voltas	2	F001191	D00162
Second Floor						
1	2nd Floor Conference Hall (UPS Room)	S	LG	1.5	H87-2071L001691IN	H87-2071L001791N
2		S	Voltas	2	15966	123921
REAR BLOCK						
Third Floor						
1	CIT, Data Center	S	Voltas	2	741196	271291
2		S	Godrej	1.5	100H01094	100H000104
3	Solar Room	S	LG-Indoo, Bluestar-OD	2	100H01094	100H000104
Fifth Floor						
1	Lift Room	S	Voltas	2	NA	NA
2		S	Hitachi	2	NA	NA
Split (S) ACs (1.0/ 1.5/ 2.0 TR) installed at BHEL House, Siri Fort						
Window (W) ACs (1.0/ 1.5/ 2.0 TR) installed at BHEL House, Siri Fort						
TOTAL ACs INSTALLED AT BHEL HOUSE						3
						15

20/07/2019



# ANNEXURE - A2

## DETAILS OF SPLIT/ WINDOW A.C INSTALLED AT AGVC FLATS & DIRECTOR'S RESIDENCES

S. No.	Installed Location	AC Technical Details			Machine SI No.	
		Type (Split (S) / Window(W))	Make	Capacity (TR)	Indoor	Outdoor
1	Flat No. 269	W	Voltas	1.5	O119640	
2		W	Electrolux	1.5	NA	
3		S	Hitachi	1.5	DPSE110013062	NA
4	Flat No. 270	S	Hitachi	1.5	SE110013493	110029266
5		S	Voltas	1.5	NA00D483	NA
6		S	Hitachi	1.5	SE100M2935	NA
7	Flat No. 271	S	Voltas	1.5	8C013802	8C014425
8		S	Voltas	1.5	8C020219	8C012457
9		S	Voltas	1.5	8C013793	8C015782
10		S	Voltas	1.5	8C012777	8C015730
11		S	Voltas	1.5	8C170323	8C016906
12		S	Voltas	1.5	8C012702	8C015421
13	Flat No. 272	S	Voltas	1.5	8C020139	8C019199
14		S	Voltas	1.5	8C016093	8C012721
15		S	Voltas	1.5	8C017329	8C016961
16		S	Voltas	2	NA	
17		S	Mitsubishi	2	NA	
18	Flat No. 273	S	Voltas	2	NA	
19		S	Voltas	2	NA	
20		S	Voltas	1.5	NA	
21		S	Voltas	1.5	NA	
22		S	Panasonic	1.5	6835400654	2481500747
23	Flat No. 274	W	Hitachi	1.5	10900352	
24		W	Blue Star	1.5	NA	
25		W	Voltas	1.5	NA	
26	Flat No. 275	S	Godrej	1.5	100257710	100257885
27		S	Voltas	1.5	NA	
28		S	Mitsubushi	2	NA	NA
29		S	Blue Star	2	C1010363030	7C13130233
30		W	LG	1.5	HG-2-212AM00485	
31		S	Voltas	1.5	NA	NA
32	Flat No. 276	S	Voltas	1.5	NA	NA
33		S	Hitachi	1.5	NA	NA
34		S	Godrej	1.5	NA	NA
35		S	Voltas	2	NA	NA
36		S	Godrej	1.5	NA	

*Naresh Bhatnagar*



37	Flat No. 278	W	Hitachi	1.5	10510262	
38		W	LG	1.5	708DXND-009619	
39		S	Voltas	2	NA	NA
40		S	Hitachi	1.5	SE101M2955	160M18052
41		S	Hitachi	1.5	SE100H0093	100H01096
42	Flat No. 680	W	Carrier	1.5	NA	
43		W	Hitachi	1.5	O20511350	
44		S	Voltas	2	NA	
45		W	Voltas	1.5		
46	Flat No. 686	S	Voltas	1.5	A13B009303	D13A004808
47		W	LG	1.5	NA	
48	Flat no. 705 Dispensary	S	Voltas	2	NA	
49		S	Voltas	2	NA	
50		S	LG	1.5	NA	
51		W	Bluestar	1.5	NA	
52		W	Voltas	1.5	NA	
53	Flat No. 735	W	Hitachi	1.5	NA	
54		S	HITACHI	1.5	NA	
55		S	Voltas	1.5	NA	
56		S	Voltas	2	4551692A15D000222	4511725E15D000574
57		S	Hitachi	1.5	NA	NA
58		S	Mitsubishi	2	2000811	2000681
<b>Total ACs Installed at AGVC Flats and Director's Residences: Window ACs= 15 Split ACs = 47</b>						
Split (S) ACs (1.0/ 1.5/ 2.0 TR) installed at AGVC Flats & Director's Residences						43
Window (W) ACs (1.0/ 1.5/ 2.0 TR) installed at AGVC Flats & Director's Residences						15
<b>TOTAL ACs INSTALLED AT AGVC FLATS &amp; DIRECTOR'S RESIDENCES</b>						<b>58</b>

*Naresh Shankar*



### ANNEXURE - A3

ANNEXURE - A5

DETAILS OF WATER COOLERS INSTALLED AT BHEL HOUSE, SIRI FORT					
S. No.	Installed Location	AC Technical Details		Machine SI No.	
		Make	Capacity (TR)	Indoor	Outdoor
Water Cooler, BHEL House					
1	Water Cooler at 5th floor	Blue Star	80 Litres	15V 045656	
2	Water Cooler at 4th floor	Blue Star	80 Litres	15V 045666	
3	Water Cooler at 3th floor	Blue Star	80 Litres	15V 045668	
4	Second Floor (Rear. Block)	Voltas	150 Litres	601012P07D000318	
5	First Floor (Rear. Block)	Voltas	150 Litres	NA	
6	Ground Floor (Rear. Block)	Voltas	20 Litres	6010123P09D00387	
7	Ground Floor (Near Canteen)	Voltas	40 Litres	NA	
TOTAL INSTALLED WATER COOLERS installed at BHEL House, Siri Fort				7	

*Naresh Bhanu*





**BHARAT HEAVY ELECTRICALS LIMITED**  
**CORPORATE (HR – GAX)**  
BHEL House, SIRI FORT, NEW DELHI – 110049.

PH: 011-66337438  
FAX: 011-66337428  
e-mail: manishkbhaskar@bhel.in

**Annexure-B**

**DETAILED LIST AND QUANTITY OF MACHINES FOR MAINTENANCE PER QUARTER**

**SUB: Comprehensive Annual Maintenance Contract (AMC) for Window, Split ACs & Water Coolers installed at Delhi/ NCR, BHEL offices and AGVC Flats.**

<b>S No</b>	<b>Description of Machines</b>	<b>Quantity of machine</b>
1	Window AC – 1.0 TR	Nil
2	Window AC – 1.5 TR	18
3	Window AC – 2.0 TR	Nil
4	Split AC – 1.0 TR	Nil
5	Split AC – 1.5 TR	32
6	Split AC – 2.0 TR	23
7	Water Coolers – 20/40/150 litres Capacity	7
8	<b>TOTAL INSTALLED MACHINES</b>	<b>80</b>

*Manish Bhaskar*





**BHARAT HEAVY ELECTRICALS LIMITED**  
**CORPORATE (HR – GAX)**  
 BHEL House, SIRI FORT, NEW DELHI – 110049.

PH: 011-66337438  
 FAX: 011-66337428  
 e-mail: manishkbhaskar@bhel.in

### Annexure-C

**SUB: Comprehensive Annual Maintenance Contract (AMC) for Window, Split ACs & Water Coolers installed at Delhi/ NCR, BHEL offices and AGVC Flats.**

#### UN-Price Bid

*This bid is to indicate which items / services have been 'Quoted' and 'Not Quoted' in the actual Price Bid. Kindly tick the correct option i.e. either 'Q' for 'Quoted' or 'NQ' for 'Not Quoted'.*

S No	Items	Unit	Unit rate (Rs.) (A) (Quoted / Not Quoted)	Quantity of machine/ Qtr (B)	Amount (Rs.) (C=A*B)
1	Charges for maintenance of 1.0/1.5/2.0 TR Window AC per quarter	No.	Q / NQ	18	NA
2	Charges for maintenance of 1.0/1.5/2.0 TR Split AC per quarter	No.	Q / NQ	55	NA
4	Charges for maintenance of 20/40/150 liters capacity Water Cooler per quarter	No.	Q / NQ	07	NA
<b>Amount per quarter Rs.= (Total A)</b>				<b>NA</b>	

#### **RATES FOR THE FOLLOWING WORKS**

S No	Items	Unit	Unit rate (Rs.) (A) (Quoted / Not Quoted)	Quantity of machine (B)	Amount (Rs.) (C=A*B)
1	Charges for Dismantling & Removing of Split ACs of capacity 1.0/1.5/2.0 TR	No.	Q / NQ	1	NA
2	Charges for Full Recharging of Refrigerant in Split ACs of capacity 1.0/ 1.5 TR (In case of shifting only)	No.	Q / NQ	1	NA
3	Charges for Full Recharging of Refrigerant in Split ACs of capacity 2.0 TR (In case of shifting only)	No.	Q / NQ	1	NA
4	Charges for reinstallation of Split ACs of capacity 1.0/1.5 TR (extra insulated copper pipe, drain pipe and wire excluded)	No.	Q / NQ	1	NA
5	Charges for reinstallation of Split ACs of capacity 2.0 TR (extra insulated copper pipe, drain pipe and wire excluded)	No.	Q / NQ	1	NA
<b>Amount per quarter Rs.= (Total B)</b>				<b>NA</b>	

**Total C = Total A + Total B = .....NA.....**

Regd. Office: BHEL House, Siri Fort, New Delhi – 110049 (India).

*Manish Bhaskar*





**BHARAT HEAVY ELECTRICALS LIMITED**  
**CORPORATE (HR – GAX)**  
BHEL House, SIRI FORT, NEW DELHI – 110049.

PH: 011-66337438  
FAX: 011-66337428  
e-mail: manishkbhaskar@bhel.in

**Note:**

- 1) Taxes shall be paid as applicable.
- 2) The prices should be quoted in the price bid format only. If the prices will be quoted at any other place, then that will be consider as 'NULL & VOID' by BHEL.
- 3) **Evaluation Criteria:** Bids shall be evaluated on the basis of "Total C, excluding Tax" quoted by the tenderer.

**(Order shall be placed on overall L-1 rates)**

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 Bhaskar*





**BHARAT HEAVY ELECTRICALS LIMITED**  
**CORPORATE (HR – GAX)**  
BHEL House, SIRI FORT, NEW DELHI – 110049.

PH: 011-66337438  
FAX: 011-66337428  
e-mail: manishkbhaskar@bhel.in

**Annexure-D**

**SUB: Comprehensive Annual Maintenance Contract (AMC) for Window, Split ACs & Water Coolers installed at Delhi/ NCR, BHEL offices and AGVC Flats.**

**Acceptance letter / Deviation Certificate**

Notwithstanding anything mentioned in our bid, we hereby accept all terms and conditions of this 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.
- 4.
- 5

**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

Regd. Office: BHEL House, Siri Fort, New Delhi – 110049 (India).

*Manish Bhaskar*



**BHARAT HEAVY ELECTRICALS LIMITED**  
**CORPORATE (HR – GAX)**  
BHEL House, SIRI FORT, NEW DELHI – 110049.

PH: 011-66337438  
FAX: 011-66337428  
e-mail: manishkbhaskar@bhel.in

**Annexure-E**

**SUB: Comprehensive Annual Maintenance Contract (AMC) for Window, Split ACs & Water Coolers installed at Delhi/ NCR, BHEL offices and AGVC Flats.**

**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  
With name, designation & seal of the firm

Regd. Office: BHEL House, Siri Fort, New Delhi – 110049 (India).

*Manish Bhaskar*





**BHARAT HEAVY ELECTRICALS LIMITED**  
**CORPORATE (HR – GAX)**  
BHEL House, SIRI FORT, NEW DELHI – 110049.

PH: 011-66337438  
FAX: 011-66337428  
e-mail: manishkbhaskar@bhel.in

**Annexure-F**

**SUB: Comprehensive Annual Maintenance Contract (AMC) for Window, Split ACs & Water Coolers installed at Delhi/ NCR, BHEL offices and AGVC Flats.**

**LETTER OF INDEMNITY**

I/ We Indemnify BHEL against any compensation that may arise out of any injury or death to any person deputed.

Signature  
With name, Designation & seal of the firm

Regd. Office: BHEL House, Siri Fort, New Delhi – 110049 (India).

*Manish Bhaskar*



**BHARAT HEAVY ELECTRICALS LIMITED**  
**CORPORATE (HR – GAX)**  
BHEL House, SIRI FORT, NEW DELHI – 110049.

PH: 011-66337438  
FAX: 011-66337428  
e-mail: manishkbhaskar@bhel.in

**Annexure-G**

**SUB: Comprehensive Annual Maintenance Contract (AMC) for Window, Split ACs & Water Coolers installed at Delhi/ NCR, BHEL offices and AGVC Flats.**

**Bidder's Details**

Sl. No.	Bidder's Details	
1	Name of Bidder/ Party/ Firm	
2	Name of Representative	
3	Postal Address	
4	Phone/ Landline Nos.	
5	Mobile Nos.	
6	Fax No.	
7	E-Mail address	
8	Web Site Address (if any)	
9	Bank details for payment through NEFT/ RTGS	Name of Bank Branch Account No. IFSC No. MICR No.

Note: Submit a cancelled cheque and copy of PAN card for verification of above bank details.

Signature  
With name, Designation & seal of the firm

Regd. Office: BHEL House, Siri Fort, New Delhi – 110049 (India).

*Manish Bhaskar*





**BHARAT HEAVY ELECTRICALS LIMITED**  
**CORPORATE (HR – GAX)**  
BHEL House, SIRI FORT, NEW DELHI – 110049.

PH: 011-66337438  
FAX: 011-66337428  
e-mail: manishkbhaskar@bhel.in

**ANNEXURE - H**

**SECURITY DEPOSIT BANK GUARANTEE**

This deed of Guarantee made this .....day 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

Regd. Office: BHEL House, Siri Fort, New Delhi – 110049 (India).

*Manish Bhaskar*





**BHARAT HEAVY ELECTRICALS LIMITED**  
**CORPORATE (HR – GAX)**  
BHEL House, SIRI FORT, NEW DELHI – 110049.

PH: 011-66337438  
FAX: 011-66337428  
e-mail: manishkbhaskar@bhel.in

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.

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

Regd. Office: BHEL House, Siri Fort, New Delhi – 110049 (India).

*Manish Bhaskar*





**BHARAT HEAVY ELECTRICALS LIMITED**  
**CORPORATE (HR – GAX)**  
BHEL House, SIRI FORT, NEW DELHI – 110049.

PH: 011-66337438  
FAX: 011-66337428  
e-mail: manishkbhaskar@bhel.in

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.

*Manish Bhaskar*



**BHARAT HEAVY ELECTRICALS LIMITED**  
**CORPORATE (HR – GAX)**  
BHEL House, SIRI FORT, NEW DELHI – 110049.

PH: 011-66337438  
FAX: 011-66337428  
e-mail: manishkbhaskar@bhel.in

**ANNEXURE-I**

**CHECK-LIST (PART-I BID)**

**SUB: Comprehensive Annual Maintenance Contract (AMC) for Window, Split ACs & Water Coolers installed at Delhi/ NCR, BHEL offices and AGVC Flats.**

**SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER**

SNo.	Description of requirement	Yes/ No/NA	Page Nos.
1	EMD of ₹ 9,840.00.		
2	Details of work experience, satisfactory work performance certificates as per Sl. No. 1.5		
3	Certified copy of Balance Sheet and profits & loss Account statements of last three financial years i.e. FY 2013-14, 2014-15 & 2015-16. In case of unavailability of Balance Sheet & Profit & Loss statement, CA certificate for the same shall be furnished.		
4	Copy of acknowledgements of IT return of AY 2014-15, 2015-16 & 2016-17		
5	Copy of the PAN card, duly signed & stamped		
6	Copy of agreement/certificate from any of the Air Conditioner brand stating you as authorized service provider in Delhi/NCR as per Sl. No. 1.6		
7	Instrument of the company's legal existence i.e. Certificate of Incorporation, Partnership Deed, Instrument of Partnership, Proprietor Firm Registration or any other equivalent instrument, duly signed & stamped.		
8	Detailed list and locations of installed ACs, and Water coolers (Annexure-A)		
9	Quantity of Machines for Maintenance (Annexure-B)		
10	Un-priced Bid Format (Annexure-C)		
11	Acceptance/ Deviation letter (Annexure-D)		
12	Declaration (Annexure-E).		
13	Letter of Indemnity (Annexure-F).		
14	Bidder's Details (Annexure-G).		
15	Checklist (Annexure-I)		

*Manish Bhaskar*





**BHARAT HEAVY ELECTRICALS LIMITED**  
**CORPORATE (HR – GAX)**  
BHEL House, SIRI FORT, NEW DELHI – 110049.

PH: 011-66337438  
FAX: 011-66337428  
e-mail: manishkbhaskar@bhel.in

**Annexure-J**

**SUB: Comprehensive Annual Maintenance Contract (AMC) for Window, Split ACs & Water Coolers installed at Delhi/ NCR, BHEL offices and AGVC Flats.**

**Price Bid**

S No	Items	Unit	Unit rate (Rs.) excl. Taxes (A)	Quantity of machine/ Qtr (B)	Amount (Rs.) (C=A*B); excl. Taxes
1	Charges for maintenance of 1.0/1.5/2.0 TR Window AC per quarter	No.		18	
2	Charges for maintenance of 1.0/1.5/2.0 TR Split AC per quarter	No.		55	
3	Charges for maintenance of 20/40/150 liters capacity Water Cooler per quarter	No.		07	
Amount per quarter Rs.= (Total A)					

**RATES FOR THE FOLLOWING WORKS**

S No	Items	Unit	Unit rate (Rs.); excl. Taxes (A)	Quantity of machine (B)	Amount (Rs.); excl. Taxes (C=A*B)
1	Charges for Dismantling & Removing of Split ACs of capacity 1.0/1.5/2.0 TR	No.		1	
2	Charges for Full Recharging of Refrigerant in Split ACs of capacity 1.0/ 1.5 TR (In case of shifting only)	No.		1	
3	Charges for Full Recharging of Refrigerant in Split ACs of capacity 2.0 TR (In case of shifting-only)	No.		1	
4	Charges for reinstallation of Split ACs of capacity 1.0/1.5 TR (extra insulated copper pipe, drain pipe and wire excluded)	No.		1	
5	Charges for reinstallation of Split ACs of capacity 2.0 TR (extra insulated copper pipe, drain pipe and wire excluded)	No.		1	
Amount per quarter Rs.= (Total B)					

**Total C, excl. Taxes = Total A + Total B = \_\_\_\_\_**

Regd. Office: BHEL House, Siri Fort, New Delhi – 110049 (India).

*Manish Bhaskar*



**BHARAT HEAVY ELECTRICALS LIMITED**  
**CORPORATE (HR – GAX)**  
BHEL House, SIRI FORT, NEW DELHI – 110049.

PH: 011-66337438  
FAX: 011-66337428  
e-mail: manishkbhaskar@bhel.in

**Note:**

- 1) The prices should be quoted in the price bid format only. If the prices will be quoted at any other place, then that will be consider as 'NULL & VOID' by BHEL.
- 2) The unit rate to be quoted in the above Price bid format should be excluding of all Taxes, Packing & Forwarding, Transportation and any other charges.
- 3) All Taxes and duties shall be payable extra as applicable from time to time.
- 4) **Evaluation Criteria:** Bids shall be evaluated on the basis of "Total C, excluding Tax" quoted by the tenderer.

**(Order shall be placed on overall L-1 rates)**

**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 Bhaskar*