

Project Engineering
Management

BHARAT HEAVY ELECTRICALS LTD.
(A Govt. Of India Undertaking)
PURCHASE ENQUIRY



REF :	PE-LPE/244
REF. DATE	30/09/2016
DUE DATE	24/10/2016

To,
Open Tender

Dear Madam/Sir,

Subject: Comprehensive AMC for split ACs for BHEL PEM NOIDA for a period of 2 years.

Quotations are Invited in sealed cover with Enquiry No., Enquiry Date, Quotation Due Date & Time, Name/ Address of the Organization submitting the offer legibly super- scribed on it, for the above- mentioned item so as to reach the Tender Room before 10:00 A.M. on or before the above mentioned Due Date.

SCOPE:

As per "Scope of works and General Terms and Conditions, Annexure-A" - enclosed with NIT

PAYMENT TERMS

Monthly invoice complete in all respects, with certificate of satisfactory service from BHEL authorized representative on the basis of total working/functioning split ACs present in that month (payment shall not be made for that/those split AC unit/units which is/are mutually declared as non-repairable in that particular month) to be submitted in HR-admin deptt for payment. The payment shall normally be released within 45 days.

Please quote the total F.O.R. destination BHEL /PEM, NOIDA inclusive of all taxes, freight, handling packaging, charges, transit insurance etc. and shall remain firm without any variation till completion of the contract.

BID SUBMISSION:

In two parts: Part 1 – Techno-Commercial, Part-2- Price Bid

DELIVERY: Vendor to start AMC services for split ACs within 7 days of PO date. AMC start date shall be the date of signing of protocol in this regard between BHEL/PEM-HR & the vendor. Failing to do so shall attract a penalty at the rate of 0.5% per week or part thereof limited to 10% of the total contract value(excluding taxes).

LIQUIDATED DAMAGES: LD as per clause no 14.0 of Commercial Terms and conditions.

PENALTY: Penalty shall be as per cl no 5 of "Scope of works and General Terms and Conditions at Annexure-A"

Thanking You,

Yours faithfully,
For and on behalf of BHEL

Manoj Kumar
BHEL PEM, Noida

Please reply to:
Power Project Engineering Institute
HRD & ESI Complex, Plot No 25, Sector 16 A
Noida

Phone:
Fax No:

Regd. Office:
BHEL House
Siri Fort



SUBMISSION OF OFFER

Dated:30/09/2016

From:

M/s -----

To

Dy. Manager-CMM/ Dy. Manager- HR-GAX

**Bharat Heavy Electricals Limited
Power Sector- Project Engineering Management
PPEI Building, HRDI & ESI Complex
Plot No. 25. Sector-16A
NOIDA – 201301, Uttar Pradesh.**

Subject: -Tender in response to your invitation for “Comprehensive AMC for spit ACs for BHEL-PEM, Noida for a period of 2 years ”

Dear Sir,

We hereby submit our techno commercial offer (two bid system) in full compliance with the terms and conditions of the tender enquiry. Therefore, we offer you the most competitive rate for these services. Earnest Money Deposit in the form of DD/Pay order payable to Bharat Heavy Electricals Ltd. for an amount of ₹ 14,300/- is enclosed. Our offer shall remain valid for acceptance for a period of 6 months from due date.

Very Truly Yours,

(Signature of Tenderer with Rubber Stamp)

Full Name: -----

Designation: -----



Tender Document
For

**“Comprehensive AMC for spit ACs for BHEL-PEM, Noida for a
period of 2 years”**

Tender Ref. No. : PE-LPE/244

Dated : 30-09-2016

Last Submission date of tender enquiry : - 24-10-2016

Due date for opening of bid on : - 24-10-2016

Contact Persons:

For Technical clarification

Mr. Kamal Kishore/ Dy Manager (HR- GAX)
E-mail: kamalkishore@bhelpem.co.in

Mob: 9971962269

For Commercial clarification

Mr. Manoj Kumar, Dy. Manager (CMM)
E-mail: manojkumar@bhelpem.co.in

Tel: 0120-436-8700
Mob : 9873862877

Address: Bharat Heavy Electricals Ltd.
Project Engineering Management
PPEI Building, HRDI & ESI Complex
Plot No. 25, Sector 16A
NOIDA – 201 301. Uttar Pradesh (INDIA).

Last time & date of Submission: 10:00AM, 24/10/2016

Subject: -Tender in response to your invitation for “Comprehensive AMC for spit ACs for BHEL-PEM, Noida for a period of 2 years”

Dear Sirs,

We are pleased to invite your tenders for the subject service. Instructions to bidders & the terms & conditions of the tender are mentioned below:-

Seal and Signature of Bidder



1.0 INTRODUCTION

M/s **Bharat Heavy Electricals Limited** (A Govt. of India Undertaking) incorporated under the Companies Act 1956 acting through its **Projects Engineering Management Division (PEM)**, PPEI Building, HRDI & ESI Complex, Plot No. 25, Sector 16A, NOI DA – 201 301 (hereinafter referred to as "**Purchaser**"), which expression shall include its successors and assigns), invites offers for the requirements as detailed in the Enquiry letter and other tender documents.

2.0 TENDERER TO INFORM HIMSELF FULLY

2.1 **The tenderer shall closely peruse all the clauses, specifications and drawings etc., indicated in the tender documents, before quoting. Should the tenderer have any doubt about the meaning of any portion of the tender specifications or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarifications on any of the technical aspect, scope of work etc. he shall at once contact the official inviting the tenders, for clarifications, before submission of the tender.**

2.2 **Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. The specifications and terms and conditions shall be deemed to have been accepted unless otherwise specifically commented upon by the tenderer in his offer. Non-compliance with any of the requirements and instructions of the Tender Enquiry may result in the rejection of the tender.**

3.0 PROCEDURE FOR SUBMISSION & OPENING OF TENDERS

3.0 **Tenders shall be accepted by the official inviting the tenders, in **two parts** as described below on or before the due date indicated in the Enquiry letter, by 10:00 AM**

PART-I : TECHNO-COMMERCIAL BID (TO BE SUBMITTED IN DUPLICATE)

Containing Technical offer, Commercial Terms & Conditions, Technical Specification and Un-priced Copy of the Price Bid. The un-priced copy of the Price bid shall be the same as the Price bid but without the Prices, with all the quoted Prices/discounts/values being replaced with the word 'QUOTED' or 'Q'.



Bidder should sign and stamp each page of all the documents enclosed with the enquiry as a token of acceptance of BHEL's terms and conditions.

PART-II: PRICE BID

Containing **PRICES** only (to be furnished in the enclosed Price format only).
Prices shall be quoted in Indian Rupees only.

Price Bid 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 so that the same can be evaluated before opening of Price Bid(s).

3.2 MARKING ON ENVELOPE

Part-I and Part-II offers shall be submitted in two separate sealed envelopes with bidder's distinctive SEAL and each envelope super-scribed with the following:

PART-I:

1. TENDER ENQUIRY NO. AND ITEM DESCRIPTION
2. DUE DATE OF OPENING
3. "TECHNO-COMMERCIAL BID".

PART II:

1. TENDER ENQUIRY NO AND ITEM DESCRIPTION
2. DUE DATE OF OPENING
3. "PRICE BID".

Un-sealed envelopes or envelopes not super-scribed as above may not be accepted/considered.

3.3 BID SUBMISSION

3.3.1 The tenders shall be addressed to the official inviting Tender(s) by name and designation and sent at the following address:

Bharat Heavy Electricals Ltd.
Project Engineering Management
Information Technology Department
PPEI Building, HRDI & ESI Complex
Plot No. 25, Sector 16A
NOIDA – 201 301 (INDIA)

Kind Attn.:

1. Kamal Kishore/ Dy Manager HR- GAX/
2. Mr. Manoj Kumar (CMM Dept)

Mob no. 9971962269
Tel no. 0120-4368700
FAX Number - 4329026

Signature and Seal of the Bidder



3.3.2 Tenders can also be delivered in person to the official inviting the Tenders.

3.3.3 Tenders submitted by post shall be sent by "**REGISTERED POST ACKNOWLEDGEMENT DUE**" and shall be posted with due allowance for any postal delay. The tenders received after the **Due Date and Time** of opening are liable to be rejected.

3.4 BID OPENING

3.4.1 The offers may be opened on the due date and time as specified in the Enquiry Letter, in the presence of those tenderers who wish to attend.

3.4.2 Not more than two representatives will be permitted to be present for the tender opening.

4.0 Late tenders are liable to be rejected. Incomplete offers are liable to be rejected

5.0 VALIDITY OF OFFER

Offer shall be kept valid for **six months** from the due date, for Purchaser's acceptance.

6.0 No correspondence shall be entertained from the tenderers after the opening of Price bid(s).

7.0 Unsolicited revised Price Bids also, shall not be entertained at any stage of the tendering process.

8.0 Purchaser reserves the right to negotiate the tender, if the quoted rates/terms are found in the unacceptable range or unreasonable.

9.0 LANGUAGE & CORRECTIONS

9.1 The tenderer shall quote the rates in English/Hindi language and international numerals only. The metric system of units shall be used, for the purpose of tender.

9.2 All entries in the tender shall either be typed or written legibly in ink. Erasure and over-writings are not permitted and may render such tenders liable for rejection. However, all cancellations, corrections and insertions shall be duly attested by the tenderer.

Signature and Seal of the Bidder



10.0 Standard pre-printed conditions of the tenderer attached to the offer will not be accepted and only those mentioned in the body of his offer will be considered.

11.0 Taxes and duties payable should be indicated separately, otherwise it will be presumed that the prices quoted are inclusive of all taxes, duty, octroi etc., if any and the Purchaser in such cases shall not pay any tax, duty, octroi etc.

12.0 Manufacturer's name, trade Mark or Patent No., if any, should be specified.

13.0 The acceptance of tender will rest with the purchaser and does not bind him to accept the lowest or any other tender and reserves to itself full rights for the following without assigning any reasons, whatsoever:

- a) to reject any or all the tenders.
- b) to split up the work amongst two or more tenderers.
- c) to award the work in part.

14.0 DELIVERY/COMPLETION PERIOD

Vendor to start AMC services within 7 days of PO date. AMC start date shall be the date of signing of protocol in this regard between BHEL/PEM-HR-GAX & the vendor.

15.0 SALES CONDITIONS

With tenderer's acceptance of the terms and conditions, it will be deemed that he has waived and confirmed as cancelled any of his general sales conditions attached with the offer.

16.0 TENDER EVALUATION

16.1.1 PRICE DISCREPANCY

Totals/Gross Total of Prices should be indicated both in words as well as in figures. If there is a discrepancy between unit price, total price quoted in words and figures, the Arithmetical errors will be rectified on the following basis.

- a) If, in the price structure quoted for the required goods/services/ works, there is 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 and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case 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 upto 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.

16.1.2 If the Prices/Rates of one or more of the enquired items have not been quoted, the offer is liable to be rejected. However, if the offer is considered, the same shall be loaded with the highest Prices/Rates available in the other bids received against the same Enquiry.

16.1.3 Though, higher warranty/configuration/rating will be acceptable, than what is required as per tender specifications, no weight age or preference will be given for the same.

16.1.4 Tenders will be evaluated taking into consideration all available financial advantages, including taxation/depreciation benefits, if any. Service tax paid by the seller/contractor to the Govt. Authorities directly shall be reimbursed at actuals only (subject to against requisite documentary evidence).

17.0 BANNED FIRMS

The offers of the bidders who are on the banned list as also offer of the bidder who engage the service of banned firms, shall be rejected. The list of banned firms can be found on website www.bhel.com.

18.0 CHANGE OF PRICE BIDS

The bidder to note that in case there is no change in technical specification or commercial terms, the bidder is not allowed to change his price bid within validity of his period.



19.0 CLARIFICATIONS ABOUT TENDER

All corrigenda, addenda, amendments, time extensions clarifications etc. to the tender shall be hosted on BHEL websites (www.bhel.com & www.bhelpem.com) and CPPP website only. Bidders should regularly visit websites to keep themselves updated.

- 20.0 EMD:** The bidder shall have to furnish a refundable Earnest Money Deposit (EMD) of Rs.14,300/- along with the bid in cash/Pay Order or in the form of a Demand Draft/ in favor of "BHEL" payable at New Delhi. EMD shall not carry any interest.

EMD by the Tenderer will be forfeited as per Tender conditions, if:

After opening the tender, within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL. The Contractor fails to deposit the required security deposit or commence the work within the period as per LOI/ Contract.

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

21.0 Security Deposit:

The vendor to submit the security deposit amount before the start of the contract. The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit. The balance amount to make up the security deposit of 5% of the contract value may be accepted in the following forms:

- Cash (as permissible under the extent Income tax Act)
- Local Cheques of Schedule Banks (subject to realization)/Pay order/DD/EFT in favour of BHEL.
- Fixed Deposit receipt issued by Scheduled Banks.
- Securities available from Indian Post office such as NSCs, Kisan Vikas Patras etc.

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

Bidder to provide cancelled cheque or EFT details (in the format attached with the tender documents).



Annexure-2

- 1.0 GENERAL** : The words incorporating singular shall include plural and vice-versa, in the words importing masculine gender shall include feminine and vice-versa and the words importing persons shall include bodies; corporate, limited liability companies, partnership and other legal entities.
- 2.0 BANK CHARGES** : Unless otherwise specified, the Bank charges, if any, shall be to the account of Seller/Contractor.
- 3.0 PRICES** : Prices are net F.O.R. destination inclusive of freight, handling, packing charges, transit insurance etc. and shall remain FIRM without any variation till completion of the contract.
- 4.0 QUALITY** : All Systems/goods/services supplied/rendered shall be brand new and conform to the contract technical specifications and/or be strictly in accordance with approved samples/drawings. Where there is no specifications, sample or drawings, Systems/goods/services shall be of the best quality.
- 5.0 CHANGE OF ORDER** : No changes to this order/contract are permitted unless authorised in writing and signed by competent authority of this office.
- 6.0 LOCATION & CONSIGNEE** : Complete Systems/goods/Services will be consigned/delivered to DH (PEM-HR/GAX), PPEI Building, HRDI&ESI Complex, Plot No. 25, Sector 16A, NOIDA – 201 301, who will co-ordinate the activities of AMC services.
- 7.0 PAYMENT TERMS:**

Monthly invoice complete in all respects, with certificate of satisfactory service from BHEL authorised representative on the basis of total working/functioning split ACs present in that month (payment shall not be made for that/those split AC unit/units which is/are mutually declared as non-repairable in that particular month) to be submitted in HR-admin deptt. for payment. The payment shall normally be released within 45 days.

Taxes and duties will be payable on actual basis prevailing at the time of billing subject to fulfil of clause no 27.0 of Commercial Terms and conditions.

Signature and Seal of the Bidder



- 8.0 MODE OF PAYMENT** : Payment will be made by way of Electronic Fund Transfer.
- 9.0 INTEREST** : No interest, whatsoever, shall be payable by the purchaser on any amount due to the Seller/Contractor by the purchaser.
- 10.0 DELIVERY**: Vendor to start AMC services within 7 days of PO date. AMC start date shall be the date of signing of protocol in this regard between BHEL/PEM-HR GAX & the vendor.
- 11.0 VARIATION**: The prices shall remain firm for any increase or decrease in order quantities upto plus or minus 30%. The purchaser shall have the right to increase or decrease quantities upto the above extent and Seller/Contractor shall be bound to accept the same at the contracted prices without any escalation.

12.0 INDEMNITY:

Seller/Contractor shall fully indemnify and keep indemnified the Purchaser against all claims, viz.

- a) which may be made in respect of the use of System/Item(s)/services supplied/rendered by the Seller/Contractor, for infringement of any rights protected by patent, registration of designs or trademarks.
- b) any other claims of whatsoever nature arising during the course and out of the execution of this Order/Contract

In the event of any such claims being made against the purchaser, Purchaser will inform the Seller/Contractor who shall at his own risk and cost either settle any such dispute or conduct any litigation that may arise there from.

- 13.0 CONFIDENTIALITY** : Seller/Contractor shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents, etc. belonging to the purchaser and also of the Systems, procedures, reports, input documents, manuals, results and any other company documents discussed and/or finalised during the course of execution of the order/contract.
- 14.0 LIQUIDATED DAMAGES** : The parties hereto agree that timely delivery of the AMC services is the essence of the order/contract. If the Seller/Contractor fails to start the AMC services /complete the projects within the time period stipulated in the order/contract or within any extension of time granted by the purchaser, purchaser shall be under no obligation to accept the AMC services. However, if accepted, liquidated Damages at the rate of half percent per week of delay or part thereof shall be levied on the value of AMC services delayed limited to ten percent of the total order/contract value excluding elements of taxes and duties, without prejudice to any other relief or compensation due to the purchaser under



any other condition of the order/contract. **PENALTY: Penalty clause is mentioned at clause no 5 of "Scope of works and general terms and conditions"**

15.0 FORCE MAJEURE : Seller/Contractor shall not be responsible for delay in delivery resulting from acts/events beyond his control provided notice of the happening of any such act/event is given by the Seller/Contractor to the purchaser within 15 days from the date of its occurrence. Such acts/events shall include but not be limited to acts of God, war, floods, earthquakes, strikes, lockouts, epidemics, riots, fire or Governmental regulations superimposed after the date of order/contract.

16.0 TERMINATION OF THE ORDER/CONTRACT

16.1 The purchaser reserves the right to terminate the order/contract, either wholly or in part, in case he is obliged to do so on account of any decline, diminution, curtailment or stoppage of his business and in that event, the Seller/Contractor shall have no claim for compensation against the purchaser on account of such cancellation.

16.2 Purchaser reserves the right to terminate the order/contract, either wholly or in part, upon situations arising due to non-compliance of stipulations of the Order/contract, by the Seller/Contractor, at the **risk and cost** of the Seller/Contractor.

17.0 PATENTS & TRADEMARKS : Seller/Contractor shall at all times indemnify the Purchaser against all claims which may be made in respect of the Systems/goods/Software supplied by the Seller/Contractor, for infringement of any right protected by patent, registration of designs or trademarks and legality of usage of Software. In the event of any such claims being made against the Purchaser, Purchaser will inform the Seller/Contractor who shall at his own cost either settle any such dispute or conduct any litigation that may arise there from.

18.0 SUB-CONTRACTING : Order/contract or any part thereof shall not be sub-contracted, assigned or otherwise transferred without prior written consent of the purchaser.

19.0 SETTLEMENT OF DISPUTES

19.1 Except as otherwise specifically provided in the Order/Contract, all disputes concerning questions of the facts arising under the Order/Contract, shall be decided by the purchaser, subject to written appeal by the Seller/Contractor to the purchaser, whose decision shall be final to the parties hereto.



- 19.2 Any disputes or differences shall be to the extent possible settled amicably between the parties hereto, failing which the disputed issues shall be settled through arbitration.
- 19.3 However, the Seller/Contractor shall continue to perform the Order/Contract, pending settlement of dispute(s).

20.0 ARBITRATION

In the event of any dispute or difference arising out of the execution of the order/contract or the respective rights and liabilities of the parties, 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 the Purchaser.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be NCR Region, India.

- 21.0 **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.**
- 22.0 **JURISDICTION OF COURT** : The jurisdiction to decide any disputes in the Contract shall be at Noida under any circumstances.
- 23.0 **SUBMISSION OF INVOICE** : All Invoices shall be submitted along with specified documents in **triplicate** to HR/GAX Department, BHEL-PEM, PPEI Building, HRDI & ESI Complex, Plot No. 25, Sector 16A, NOIDA – 201 301 for processing.
- 24.0 **ACCEPTANCE**: Letter of Seller/Contractor's acceptance of the LOI/Order/Contract shall be sent to CMM DEPARTMENT, BHEL-PEM, PPEI BUILDING, HRDI & ESI COMPLEX, PLOT NO. 25, SECTOR 16A, NOIDA – 201301, within 10 days from the date of LOI/Order/Contract. Purchaser shall reserve the right to cancel the LOI/Order/Contract in case the letter of acceptance is not received within ten days. Purchaser will not be responsible for any postal delays.
- 25.0 **RECOVERY OF OUTSTANDING AMOUNT** : In the event of any amount of money being outstanding at any point in time against the Seller/Contractor, due to excess payment or any other reason, whatsoever, in the present order/contract or any other order/contract, the outstanding amount shall be recovered from the payments due to the Seller/Contractor or at any other appropriate time and manner/mode as deemed fit by the Purchaser at its sole discretion.



26.0 Security Deposit:

The vendor to submit the security deposit amount before the start of the contract. The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit. The balance amount to make up the security deposit of 5% of the contract value may be accepted in the following forms:

- a) Cash (as permissible under the extent Income tax Act)
- b) Local Cheques of Schedule Banks (subject to realization)/Pay order/DD/EFT in favour of BHEL.
- c) Fixed Deposit receipt issued by Scheduled Banks.
- d) Securities available from Indian Post office such as NSCs, Kisan Vikas Patras etc.

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

27.0 TAXES & DUTIES (Statutory Variation):

- (i) If the rates for taxes and duties in respect of the quoted materials and/ or services assumed by the Seller/ Contractor are less than the tariff prevailing at the time of tendering, Seller/ Contractor will be responsible for such under quotations. However, if the rates assumed are higher than the correct rates prevailing at the time of tendering, the difference will be to the credit of the Purchaser.
- (ii) Statutory Variations in Service Tax only on self-manufactured items/ services rendered by vendor himself on the rates prevailing at the time of delivery/ completion in comparison to the date of offer, will be to the account of the Purchaser. No other variations such as on customs duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the Purchaser.
- (iii) Notwithstanding the above, where the actual completion of the supply occurs beyond the period stipulated in the Order/ Contract or any

Signature and Seal of the Bidder



extension thereof, variations referred to above, will be limited to the rates prevailing on the dates of such agreed completion periods only. For variations after the agreed completion periods, the Seller/ Contractor alone shall bear the impact for the upward revisions and for downward revisions; purchaser shall be given the benefit of reduction in taxes/duties. This will be without prejudice to the levy of penalty for delay in delivery/completion schedule.

- (iv) Any new tax structure (like Goods & Services Tax) as and when implemented by the Government shall become applicable in lieu of existing tax structure.



Check List for bidder

S. N.	Required Document	If Submitted then Tick (✓)
1	Customers POs/ WOs copies	
2	Completion certificate for above POs/ WOs	
3	Complete tender in all respects duly signed & stamped on each and every page by the authorized signatory of the bidder as a token of acceptance of all the terms and conditions of tender.	
4	Copy of sale tax registration / service tax registration.	
5	Copy of PAN card.	
6	EMD (DD/Pay Order) amount	
7	EFT DETAILS & CANCELLED CHEQUE	
8	No Deviation Certificate	
9	Declaration Certificate	
10	Un price Bid [quoted with "Q"]	

Signature and Seal of the Bidder



EXECUTED ORDER DETAILS

P.O./W.O. No. & Date (copy(s) to be enclosed)	
Completion certificate by the customers for above POs/WOs	
Name of the company/customer(s)(where similar similar services provided)	
Complete postal address of the customer	
Year of AMC services provided to customer	
Name and designation of the contact person of the customers	1. 2.
Phone, FAX No. and Email address of the contact person of the customer	
Certificate from the customer regarding satisfactory performance of the device	

Handwritten signature



EMD DETAILS

EMD AMOUNT	Cheque/DD No.	Bank	Dated
Rs.14,300/-			

Handwritten signature



Details of Party

S. N.	Description	Details
1	Name of the Party	
2	Address of the party	
3	Contact Person's Name	1) 2)
4	Cell No. of Contact Person	1) 2)
5	Land Line No./mobile no	1) 2)
6	FAX No.	
7	E-mail ID of the Party	1) 2)
8	PAN No.	

Signature and Seal of the Bidder



BIDDER'S COMPANY LETTER HEAD

No Deviation Certificate

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of the above tender. We confirm that the offer submitted is confirming to all the terms and conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender.

Or

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

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

Signature and Seal of the Bidder



BIDDER'S COMPANY LETTER HEAD

DECLARATION CERTIFICATE

(To be submitted along with Part-1 Bid)

I / We do hereby declare that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner. Also I/We have not been suspended / delisted / blacklisted by any other Govt. Ministry / Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication. I / We have enclosed the following documents with the tender document in technical bid. :-

1. Complete tender in all respects duly signed & stamped on each and every page by the authorized signatory of the bidder as a token of acceptance of all the terms and conditions of tender.
2. Copy of PAN card.
3. EMD Money.
4. Customers POs/ WOs copies and completion certificate.
5. Copy of sale tax/Service tax registration nos

Signature and Seal of the Bidder



Handwritten signature

EFT DETAILS

Name of the party

Name of the Bank

Address Of the Bank

Party's A/c no

Type of A/c

IFSC CODE

**Vendor's E-MAIL
ADDRESS**

Authorised Signatory

Seal

**THE ABOVE DETAILS ARE TO BE SUBMITTED IN ORIGINAL, ON THE COMPANY'S
LETTERHEAD DULY ATTESTED BY YOUR BANKERS**

Signature and Seal of the Bidder

AMC of Split A/C.

A. QUALIFYING CRITERIA FOR THE TENDERERS:

01. Bidder must have Average Annual financial turnover during the last 3 years, ending on 31st March 2016 should be at least Rs.2.14 lakhs.

02. Bidders having experience of successfully executed job contract of similar jobs / services during last 7 years ending on 31.03.2016 should be either of the following :-

I. Three similar completed jobs / services costing not less than amount equal to Rs.2.85 Lakhs.

OR

II. Two similar completed jobs / services costing not less than amount equal to Rs.3.57 Lakhs.

OR

III. One similar completed jobs / services costing not less than amount equal to Rs.5.71 Lakhs.

03. Bidder should have PAN number.

04. Bidder should have Service Tax number.

05. The bidder should have a local office (in Delhi/NCR) with proper set up.

Note: 'Similar job' mentioned in PQR shall be related to " Repairing and maintenance of Split-ACs" of office premises / hotels, hospitals, commercial / institutional complex like metro stations, airports, factories etc. with any Central Govt. / State Govt. / PSUs / Public Limited Company / MNC.

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BHARAT HEAVY ELECTRICALS LIMITED
PS-PEM, SECTOR-16A, NOIDA- 201301



Quantity of Units, Location and AMC Period

Quantity of Units:

Total no. of working Split ACs having different capacities of different makes for which the AMC for **two (2) years** are as follows:

Sl. No.	Description	Quantity
1	1.5 TR (Compressor under warranty upto March-2020)	3
2	1.5 TR (Compressor out of warranty)	17
3	2.0 TR (Compressor under warranty upto July-2020)	11
4	2.0 TR (Compressor out of warranty)	09
5	3.0 TR (Compressor out of warranty)	25
	TOTAL SPLIT ACS	65

BHEL may increase or decrease the no. of working split AC units under this AMC upto 30% of the quantity mentioned above.

Location of Units:

a) BHEL (PEM) : Sector-16A, Filmcity, Noida

Validity of AMC

AMC period shall be valid for **Two (2) years** from the placement of order.

The contractor may visit the site for understanding the quantum of work requirement, location & condition of existing ACs installed in our premises.

Annexure-'A' (Technical BID)

Scope of Works and General Terms & Conditions

1. Scope Of Works:

- The AMC shall include repair/replacement of compressors, contactors, valves, PCB controllers, transformers, capacitors, electrical & electronic components, repair of stabilizers, remote etc. will be covered under this AMC & no extra cost shall be paid for any replacement or repairing of these items. In case of replacement of parts mentioned above, the defective/ irreparable parts shall be BHEL-property (this will be applicable on compressors out of warranty only).
- All consumables like gas charging, nitrogen leakage testing, chemical cleaning service shall be covered in the AMC contract.
- Four numbers of periodic Preventive Maintenance service will be done during each year on quarterly basis which includes proper coil wash of outdoor/indoor units with chemical, filter wash, electrical & electronic checks etc.
- Any compliant pertaining to split ACs shall be attended as and when informed by email/SMS on the mobile no./email id given by the successful bidder within 48 hours.

2. Exclusions:

- Replacement of (Stabilizers, remotes, Cooling/ Condenser coil, indoor/ outdoor units, cabinets/ housing of split ACs) as a whole if it gets non repairable.

3. Payment Terms:

- Monthly invoice complete in all respects, with certificate of satisfactory service from BHEL authorised representative on the basis of total working/functioning split ACs present in that month (payment shall not be made for that/those split AC unit/units which is/are mutually declared as non-repairable in that particular month) to be submitted in HR-admin deptt. for payment. The payment shall normally be released within 45 days.

4. Special Conditions

- The contractor and his work forces shall observe all safety precautions. The safety/security for all the tools & equipments shall be sole responsibility of the contractor. If any of the contractor's workforce meets with any injuries due to any accident arising during performance of duties, the contractor shall ensure immediate and adequate medical aids free of cost and shall keep BHEL indemnified of the same. In case of any fatal accident the contractor shall be solely responsible and shall keep BHEL indemnified of the same. All loss or damage to physical property shall be made good to BHEL by the contractor.
- The employees of the contractor, in no case will be treated as the employee of BHEL at any point of time.
- The Contractor shall duly comply with all acts, laws, or other statutory rules, regulations, bye-laws applicable or which might be applicable to G.B Nagar (U.P) with regard to the performance of the

job/services included herein but not limited to Minimum Wages Act-1948, Contract Labour (Regulations & Abolition) Act, 1970, Industrial Dispute Act, 1947, Workmen's Compensation Act 1923, Employees' state Insurance Act 1948, Employees' Provident Fund Act. The Contractor shall keep BHEL Indemnified against all penalties, claims and liabilities of every kind under or for any violation of such acts, laws or regulations etc. by him or his workers.

- At the end of the period of contract the party will hand over all the ACs in working condition which will be duly verified by BHEL. This will not include those which have been mutually declared as non-repairable.

5. Penalties:

- If the contractor fails to resolve the complaint within 48 hours (maximum time) after lodging a complaint during the contract period, BHEL shall, without prejudice to other remedies under the contract, deduct from the payment as a penalty of Rs. 100/- per day per complaint.
- For repair/replacement of components a period of 4 days will be granted beyond which a penalty of Rs. 200/- per day per complaint will be levied.

*W:
G*

Price Format for the Comprehensive AMC of Split ACs at BHEL-PEM, Noida for 2 years period

Sl. No.	Description [X]	Unit price (per split AC) FOR 1 Year AMC (without taxes) [X]	Service Tax (--@ of X) [Y]	VAT/CST (---@ of X) [Z]	Total Price for 1 Year AMC incl. taxes) W=[X+Y+Z]	Total Price for 2 Year AMC (including taxes) 2*W	% Allocation per Split AC of Grand Total Price (incl. all taxes) for 2 Year AMC
1	1.5 TR (Compressor under warranty upto MAR 2020)						12.00
2	1.5 TR (Compressor out of warranty)						15.00
3	2.0 TR (Compressor under warranty upto JULY 2020)						15.00
4	2.0 TR (Compressor out of warranty)						21.00
5	3.0 TR (Compressor out of warranty)						37.00
Notes:					Grand Total (from sl. 1 to 5) (incl. all taxes):		
1. Rates are firm for 2 years.							
2. Bidders to note that evaluation shall be done on Grand Total (from sl. 1 to 5) (incl. all taxes), however % allocation per split AC as above to be maintained as given in last column & hence requested to quote accordingly. If your bid found with deviation from above given % then BHEL will redistribute their Grand Total price to maintain % allocation for respective split AC.							
3. Tentative no. of Split ACs for AMC is 65 (i.e. 3 nos. of sl. 1, 17 nos. of sl. 2, 11 nos. of sl. 3, 9 nos. of sl. 4 & 25 nos. of sl. 5).							

(Seal & signature of the Bidder)