



Bharat Heavy Electricals Limited
Electronics Division, Mysore Road, Bangalore – 560 026.



Bharat Heavy Electrical Ltd
Electronics Division
Mysore Road, Bangalore-560026

Tender Document

Name of the work:

**Comprehensive AMC for Window, Split, Tower and Ductable
Air conditioners of different makes.**

Opening Date: 18.10.2019

This Tender document contains 24 pages



Phone:26998416/26998519

NOTICE INVITING TENDER

01. Tender Reference : FS/PMG/AMC/SPLITAC/2019-21
Date: 25.09.2019
02. Name of the work : Comprehensive AMC for
Window, Split, Tower,
and Ductable Air Conditioners
of different makes.
03. Period of contract : 02 Years
04. Estimated Cost : Rs.14.0 Lakhs plus GST
05. Earnest Money Deposit : Rs. 33100/-
06. Last Date & Time for the receipt of Completed Tender : **Before 1.00 PM on 18.10.2019**
07. Date & Time for Tender Opening (Technical Bid) : **At 1:30 PM on 18.10.2019**
08. Place of submission of completed Tender : Tender document shall be dropped
at **FS&T tender box** kept at
Reception BHEL, Electronics
Division, Mysore Road, Bangalore-26

This tender document contains **24** pages including the following.

I. Technical Bid : Pages from 1- 23 (part-I)

- a) TECHNICAL-CUM-COMMERCIAL BID
- b) Instructions to tenderers
- c) Scope of Work

II. Price Bid : Page No - 24 (part-II)

- Note:**
1. The tenderer shall read the tender documents carefully and fill all the columns neatly. Incomplete tenders will be rejected.
 2. The tenderer shall return the duly filled in tender document after affixing signature on all pages.
 3. The Tenderers shall ensure and put “Technical cum Commercial bid (Part –I)” & “Instructions to Tenderers” together in one cover and “ Price bid (Part –II)” in a separate cover. Both these covers shall be separately sealed and then put together in a single cover and sealed. All the sealed covers shall be properly identified with necessary information such as Tender reference type of document put inside, date of tender opening to enable to open the correct document cover only.



PART-1

TECHNICAL-CUM-COMMERCIAL BID

(To be furnished by the Bidder)

Name of work: Comprehensive AMC for Window, Split, Tower and Ductable Air conditioners of different makes.

Tender Ref : FS/PMG/AMC/SPLITAC/2019-21 Date: 25.09.2019

A) : Information Part :

S.N .	Particulars	To be filled by Bidder
1.0	Name of the Contractor	
2.0	Address (Office)	
3.0	Address (Residence)	
4.0	Telephone Number	
	Office	
	Residence	
	Mobile No.	
5.0	Email id.	
6.0	Working Staff Details (Use separate sheet if reqd.)	Furnished/ Not Furnished



B) : Essential Criteria for Techno-Commercial Acceptance of Bid

S.N	Particulars	To be filled by Bidder
1.0	Experience Certificate for successfully completed similar works during immediate last 7 years as mentioned below: (Similar work means Maintenance of central Air conditioning plants/Package units/ Window or Split or Multi split or Tower or Cassette or Ductable Split type Air conditioners) One work not less than 80% of estimate cost of NIT or Two works of not less than 50% of estimate cost of NIT or Three works of not less than 40% of estimate cost of NIT (copy of performance report from the organization where the work is executed is to be enclosed. Submission of Work Order copy is not adequate)	
2.0	Average Turn Over of the last three years (not less than 30% of estimate)	
2.1	Turn over - Previous financial year	Rs.
2.2	Turn over - 1 year before previous financial year	Rs.
2.3	Turn over- 2 years before previous financial year	Rs.
3.0	Whether Registered with ESI / PF Authority	Yes/ No
3.1	If Yes, indicate PF Registration No. (Copy of last month contribution paid receipt to be enclosed)	Enclosed / Not enclosed
3.2	If Yes, indicate ESI Registration No. (Copy of last month contribution paid receipt to be enclosed)	Enclosed / Not enclosed
3.3	If No, Is the tenderer willing to pay the ESI and PF contribution for the subject work under BHEL Sub code, subject to BHEL Terms and conditions.	Yes/No
4.0	Security Deposit Clause as per NIT	Accepted/ Not Accepted
5.0	The bidder should have office in Bangalore with land line/mobile telephone and E-mail for emergency contact. Please provide address, Phone numbers & E-mail ID.	Details:

Note: If any of the above mentioned criteria is not met the bid will be rejected



Bharat Heavy Electricals Limited
Electronics Division, Mysore Road, Bangalore – 560 026.

C) : Other Conditions:

1	Form of EMD furnished • Bankers Cheque /DD / Pay Order / Cash(as permissible under the Income Tax Act) • EFT details of fund transfer credited in BHEL A/c Document No. to be mentioned	
2	Electronic Funds Transfer(EFT) form (Ref Annexure in the Tender Document) Duly Filled and certified through bank may be enclosed	Enclosed/Not Enclosed
3	General Conditions of Contract & NIT	Acceptable/ Not Acceptable
4	Contract period mentioned in NIT	Acceptable/ Not Acceptable
5	Payment Terms defined in NIT	Acceptable/ Not Acceptable
6	PAN No. of Tenderer (Copy of the same to be enclosed)	Enclosed/Not enclosed
7	GSTIN (Copy of the same to be enclosed)	Enclosed/Not enclosed
7.1	If not registered under GST, undertaking to be submitted that contractor will register and furnish copy of certificate, before submitting the first bill	Acceptable/ Not Acceptable
8	Taxes quoted in price Bid. Tick as applicable with %	IGST Or SGST + CGST Or UTGST + CGST
9	SAC /HSN Code for the service tendered	



INSTRUCTIONS TO TENDERERS

Name of work: Comprehensive AMC for Window, Split, Tower and Ductable Air Conditioners of different makes.

1. Sealed Tenders for the above noted works are hereby invited from Contractors experienced in works of similar kind and magnitude.
2. Tenders should be addressed to AGM (FS & I), Electronics Division, Bharat Heavy Electricals Limited, Mysore Road, Bangalore – 560 026. The full name and address of the tenderer, name of the work and the date of opening should be indicated on the cover.
 - 2.1 The local address of the Contractor, the name of the person to whom all the correspondence are to be addressed should be indicated with telephone number (both office and residence), FAX /e-mail address, Mobile phone No. etc..
3. All entries in the tender documents should be in the same ink. Erasures and over writing are not permitted. The tenderer concerned with proper indication of the name, designation and address of the person signing should duly sign all cancellations and insertions.
4. Tenderers shall fill in all the required particulars in the blank spaces provided for this purpose in the tender documents and also sign each and every page of the tender document including the drawings (wherever applicable) attached there to before submitting tender.
5. Unit rates should be quoted in figures as well as in words in Indian Currency only i.e. Rupees and Paise with reference to each item and for all the items shown in the attached schedule.
6. In case the rate quoted in figures differ from those quoted in words, then
 - (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 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 additional 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 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.



Bharat Heavy Electricals Limited
Electronics Division, Mysore Road, Bangalore – 560 026.

7. In quoting their rates, the tenderers are advised to take into account all factors including any fluctuations and market rates. No claim for enhanced rates will be entertained on this account after acceptance of the tender or during the currency of the contract. The changes in GST rates due to statutory amendment of GST ACT during the course of contract will be paid as applicable.
8. Goods and Services Tax (GST):
- 8.1 BHEL EDN GSTIN number is 29AAACB4146P1ZB. All invoices to contain BHEL GSTIN No.
- 8.2 The Bidder shall mention his GSTIN number in all quotations and Invoices submitted.
- 8.3 The Bidder shall also mention HSN (Harmonised System of Nomenclature) / SAC (Services Accounting Code) mandatorily in all quotations and invoices submitted.
- 8.4 Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, UGST, IGST mentioned separately, HSN Code / SAC Code etc. Invoice should be submitted in original for buyer plus duplicate copy.
- 8.5 Payment of GST to Bidder will be made only if it is matching with data uploaded by the Bidder.
- 8.6 Bidders to give undertaking that GST as mentioned in the Invoice has been paid either through cash or admissible input credit and also filed the returns at the time of submission of invoice.
- 8.7 For invoices paid on Reverse charge basis – “Tax payable on reverse charge basis” to be mentioned on the invoice.
- 8.8 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 ITC, or any other reasons not attributable to BHEL, GST amount will be recoverable from vendor along with interest levied/leviable on BHEL.
- 8.9 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 will be recoverable from vendor/contractor along with interest levied/leviable on BHEL.
- 8.10 TDS as per GST ACT will be applicable
9. (a) The rates quoted in the tender shall remain valid for a period of ‘THREE MONTHS’ from the date of opening of tender.
(b) Tenderer shall not increase their quoted rates, once the tenderer has submitted his quotation and during execution of the contract in case his tender is accepted.
10. Quantities shown in the attached schedule are only approximate and are liable to variation without entitling the Contractor to any compensation, provided the total value of the contract does not vary by more than 20 % (twenty percent).



Bharat Heavy Electricals Limited
Electronics Division, Mysore Road, Bangalore – 560 026.

11. Before tendering, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions, position of materials and labour. They should be well versed with BHEL General Conditions of Contract, Instructions to tenderers, drawing wherever applicable and specifications and all other documents which form part of the agreement to be entered into subsequent to award of work. The tenderers shall specially note that it is the tenderer's responsibility to provide any item which is not specially mentioned in the specification or drawing, but which is necessary to complete the work.
12. Details and quantities of each item of work shown in the "Bill of Quantities" attached here to be only approximate. They are given as a guide for the purpose of tendering only and are liable to variation and alteration at the discretion of the competent authority. The work under each item as executed shall be measured and priced at the corresponding rates to be quoted by the contractor in the Bill of Quantities attached here to.
13. Should a tenderer find discrepancies or omissions in the drawings wherever applicable / Specifications / Scope of work / Terms & Conditions attached to the tender documents or should be in doubt as to their meaning, he should at once address to the authority inviting the tender for clarifications.

Every endeavor is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.

14. In the event of tender being submitted by a firm, the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of Attorney on behalf of the firm concerned. In the latter case, a copy of the power of attorney duly attested by a Gazetted officer must accompany the tender.
15. In case, the date of tender opening falls on Holiday, the tender will be opened on the next working day.
16. Every tender must be accompanied by deposit receipt for the amount mentioned as Earnest Money Deposit. This earnest money will be refunded to the unsuccessful tenderers after finalisation of the award of work. In the case of successful tenderer, the earnest money will be retained as part of the Security Deposit for satisfactory completion of the work. Tenders without Earnest Money Deposit receipts are liable to be rejected. No interest will be paid on the earnest money deposits.
17. The EMD may be submitted in following forms:
 - a) Cash deposit as permissible under the extant of Income Tax Act (before tender opening only)
 - b) Electronics fund transfer credited in BHEL account. (before tender opening only)

The link to make EMD payment is given below.

<https://www.onlinesbi.com/prelogging/collecthome.htm?corpID=5083>



Bharat Heavy Electricals Limited
Electronics Division, Mysore Road, Bangalore – 560 026.

Onlinesbi.com-> State Bank Collect -> Karnataka -> Industry -> Bharat Heavy Electricals Ltd. -> Others

Further to select payment nature and proceed as per the screen message.

c) Banker's Cheque/ Pay Order/ Demand Draft In favour of BHEL (along with offer.)

18. If, after opening of tenders, a tenderer revokes his tender or increases his earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the instructions of Engineer-in-charge, the Earnest Money Deposited by him will be forfeited and acceptance of his tender withdrawn. If only a part of the work included in the tender had been awarded to the tenderer, the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.
19. MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (Two 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 at Annexure - 1(Refer Page No.29) where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited) along with udyog aadhar memorandum. Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.
20. BHARAT HEAVY ELECTRICALS LIMITED reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason thereof. In the case of acceptance of a part of tender, the time for completion may also be reduced to the extent considered appropriate by the accepting authority.
21. Conditional and unsigned tenders, tenders containing absurd rates and amounts, tenders which are incomplete or otherwise considered defective, tenders which are not in accordance with the tender conditions laid down by the Accepting Officer and tenders not submitted in the prescribed forms are liable to be rejected.
22. The tenders should be accompanied by a list of contracts already held by the Contractor at the time of submitting the tender and giving the following particulars:
 - (a) Name of work, value and address.
 - (b) The balance work remaining to be done on the same.
24. Tenders submitted by post should be sent by "Registered Post with Acknowledgement due". These should be posted with due consideration for any delay in postal delivery. Tenders received after the due date of opening of tenders are liable to be rejected.
25. The Contractor's responsibility under this contract shall commence from the date of receipt of the order or acceptance of his tender.



25. Fraud Prevention Policy:

“The Bidder along with its 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.”

26. If a tenderer expires after the submission of his tender or after the acceptance of his tender, BHEL may, at their discretion, cancel such tender. If a partner of the firm expires after the submission of the Tender, after the acceptance of the Tender, BHEL may cancel such Tender at the discretion unless the firm retains its character (s).
27. BHARAT HEAVY ELECTRICALS LIMITED will not be bound by any power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. They may however, recognise such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
28. If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage. Further the tenderer will be liable for any damage caused.
29. Words imparting the singular number shall be deemed to include the plural number and vice-versa where the context so requires.
30. The General and Special Conditions of Contract are complementary to each other and where they are in conflict, the special condition shall prevail.
31. The expenses for completing the stamping the agreement shall be paid by the contractor.
32. The Contractor shall provide all the materials needed for trial run, testing including chemicals, and consumables etc which are not covered in the Price Bid. In quoting their rates, the Contractors are advised to take into account the cost of the above materials.
33. Should a tenderer or a contractor on the list of approved contractors have a relative or in the case of firm or Company of Contractors any of its shareholder's relative is employed in a Gazetted Capacity in the Electronics Division of Bharat Heavy Electricals Limited, Bangalore – 26, the authority inviting tenders shall be informed of this fact at the time of submission of the tender, failing which tender may be disqualified or if such a fact subsequently come to light, the relevant provisions of the General Conditions of Contract will apply.
34. These 'INSTRUCTIONS TO TENDERERS' & 'GENERAL CONDITIONS OF CONTRACT OF BHEL' shall be deemed to form an integral part of the contract agreement for the work to be entered into. In cases of variation between the two in any matter, the conditions in the 'THE INSTRUCTIONS TO TENDERERS' shall prevail. The contractor has to obtain, at his cost, a copy of the BHEL GCC 2019, scrutinise the



Bharat Heavy Electricals Limited
Electronics Division, Mysore Road, Bangalore – 560 026.

same, and when submitting his tender, indicate his acceptance of BHEL EDN GCC in the proforma enclosed at Annexure B.

- 36 All operations to be carried out by the Contractor during the execution of the contract such as drilling, welding etc., shall be done with proper equipment brought by the tenderer. Suitable power point will be provided and tapping from the power point to equipment shall be done using proper size of cable, equipment and after getting approval of connections from our Engineer-in-charge.
- 37 The Contractor shall comply with the provision of Employees Provident Fund and Miscellaneous Provisions Act 1952 and rules, regulations and other orders issued there under. He, as an employer, shall be liable to pay employer's contribution/deductions towards PF under the PF Act in respect of all labour employed by him, for the execution of the contract in accordance with the provisions of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 as amended from time to time. For this purpose he shall indicate the code number obtained from the Regional Provident Fund Commissioner or he should obtain a code number if he has not and produce the Photostat copy of the challan / receipt of monthly remittance of the contribution made by him to the PF Commissioner. Final payments due to him will be released only on production of a "No due certificate" from the Regional Provident Fund Commissioner wherever applicable. He shall also furnish such returns as are due, under the Act, to be sent to the appropriate authorities through the Principal Employer".
- 38 The Contractor should get himself registered with the E.S.I. Authorities as an independent Employer, obtain a separate code number and remit the dues in respect of the labour employed by him for the work and produce the Challans / Receipts of remittance of the ESI contributions due under the E.S.I. Act to the Company authorities. He shall also furnish such returns, as are due, under the Act, to be sent to the appropriate authorities through the Principal Employer.
- 40.1 If any action is brought in by P.F. Commissioner/ESI authorities on BHEL for the work done by the Contractor for his labourers regarding PF/ESI amount due, short remittances, non-remittances etc., the Contractor shall defend the case on behalf of BHEL and/or reimburse BHEL the expenses so incurred.
- 38.2 If applicable, the Contractor shall apply and obtain license under Contract labor (R&A) Act 1970 and comply with the relevant provisions of this Act in respect of the labour employed by him for executing this contract. The Contractor shall furnish necessary returns to the authority through the Principal Employer.
- 39 If applicable, the Contractor shall insure all his laborers and materials. Any claim by his employees for the damages shall be settled by the contractor even action is against BHEL or to reimburse the legal expenses incurred by BHEL
- 40 Any action brought in by anybody on BHEL regarding patent, right etc., used by contractor in execution of work shall be defended by the contractor and /or reimburse to BHEL the cost of the same.
- 41 Contractor shall produce necessary records, documents, explanation whenever he is called upon to do, by any Government. Agencies like ESI, PF, VIGILANCE etc.,



42 TERMS OF PAYMENT:

Payment will be made on **Quarterly basis** against your invoice after satisfactory Services of each quarter, on submission of bill, against the certification by Supervisor / Executive in charge. Please note that the following documents shall be submitted along with the Bills.

- (a) Attendance sheet, wage register for the month, duly signed by the Engineer in charge of the contractor.
- (b) ESI & PF Statement as per the formats prescribed by BHEL.
- (c) ESI & PF Challan, remittance slips and ECRs.

43 SECURITY DEPOSIT

42.1 The successful tenderer shall deposit the Security deposit before start of the work. The rate of Security deposit will be 5% of contract Value.

42.2 Security deposit may be furnished in any one of the following forms

- I. Cash (as permissible under the Income Tax Act)
- II. Local Cheques of scheduled Banks (subject to realization)/Pay Order/ Demand Draft /Electronic Fund Transfer in favour of BHEL
- III. Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back)
- IV. Bank Guarantee from scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- V. Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C. BHEL, duly discharged on the back.
- VI. Security Deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of Security Deposit shall be deposited before start of the work and the balance 50% may be recovered from the running bills.
- VII. EMD of the successful tenderer shall be converted and adjusted against the security deposit.
- VIII. The Security deposit shall not carry any interest.

NOTE: Acceptance of Security Deposit against Sl. No. (iii) and (v) above will subject to hypothecation or endorsement on the document in favour of BHEL-EDN.



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

43 REVERSE AUCTION

“BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit ‘Process compliance form’ (to the designated service provider) as well as ‘Online sealed bid’ in the Reverse Auction. Non-submission of ‘Process compliance form’ or ‘Online sealed bid’ by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).”

As a reminder to the bidders, system will flash following message (in RED Color) during the course of ‘online sealed bid’:

“Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL”



Scope of work:

The following air conditioners located at BHEL / EDN premises covered under AMC. Location of Out door units of Split air conditioners shall be at varying heights up to 6 th floor. Makes of AC's given for reference purpose and is not exhaustive. Makes may vary as and when upgraded.

Sl.No	Particulars	Unit	Qty
1	Annual Maintenance contract for 1.5 TR window Air conditioners of different makes Videocon/Usha/Carrier/Fedders Lloyds/ARCO/Godrej/ Samsung	Nos.	48
2	Annual Maintenance contract for 2 TR window Air conditioners of different makes as indicated below. Videocon/Usha/Carrier/Fedders Lloyds/ARCO/Godrej/ Samsung	Nos.	130
3	Annual Maintenance contract for 1.5 TR single-split Air conditioners of different makes as indicated below. Videocon/Carrier/Godrej	Nos.	242
4	Annual Maintenance contract for 3TR multi-split Air conditioners of different makes as indicated below. Fedders Lloyds / Godrej	Nos.	21
5	Annual Maintenance contract for 3TR Tower AC of Voltas Make	Nos.	4
6	Annual Maintenance contract for 3.5TR Tower AC of Blue Star make	Nos.	4
7	Annual Maintenance Contract for 8.5TR Carrier Make Ductable type air conditioner	No.	1
8	Annual Maintenance Contract for 3TR FEDDERS Lloyd Make Ductable type air conditioner.	Nos.	2
9	Annual Maintenance Contract for 5.5TR VOLTAS Make Ductable type air conditioner	Nos.	2
10	Annual Maintenance Contract for 5.5TR CARRIER Make Ductable type air conditioner	Nos.	1

NOTE: Payment shall be made on pro-rata basis for the actual number of Air conditioners services rendered.

II) The Scope of works includes the following :

NOTE :THE ANNUAL MAINTENANCE CONTRACT WORK INVOLVES SERVICING OF AIR CONDITIONER UNITS MOUNTED AT DIFFERENT HEIGHTS. THE CONTRACTOR SHALL ENSURE TO DEPLOY HIS TECHNICIANS WHO ARE CAPABLE TO CARRY OUT THE MAINTENANCE ACTIVITIES BY FOLLOWING SAFETY GUIDE LINES.

This is a comprehensive contract i.e. the rate indicated in the schedule includes cost of all spares, consumable like refrigerant gas, cost of factory reconditioned (authorized service



Bharat Heavy Electricals Limited
Electronics Division, Mysore Road, Bangalore – 560 026.

agents from the manufactures) / new compressors, Rewinding / new fan motors, blower, front panel, grills etc and labour charges for attending to the preventive maintenance and breakdown works.

The contractor shall maintain a minimum stock of spares and consumables at their works to reduce the down time of air conditioners.

The contractor shall depute atleast two number of Technicians on working days (Saturday one Technician should be enough) for carrying out breakdown and preventive maintenance works. Adequate numbers of technicians to be stationed at EDN for working days to attend regular complaints and preventive works

The minor break downs shall be attended on the same day on receipt of complaint from BHEL. if spares are required for the completion of the breakdown the same shall be completed within 48 hour of receipt of the complaint from BHEL.

Following preventive maintenance works to be carried out for Air conditioners for every **QUARTER** and **INDIVIDUAL** report has to be submitted to the Engineer- in- charge immediately after completion of each service.

- a) Cleaning of front panel, including grills and replacement of the same, if necessary
- b) Checking of fan motor mounting bolts and tightening of the same.
- c) Checking the fan motor and compressor for its healthiness and repair / replacement necessary.
- d) Checking of display unit of Evaporator(IDU) of Split Air conditioners and rectification of the same if necessary.
- e) Checking of wiring for its healthiness and tightening of any loose connections and replacement if necessary.
- f) Cleaning of cooling coil & Condenser coils QUARTERLY (cleaning with water every alternate quarter). Eco- friendly chemicals to be used wherever required.
- g) Checking for leakage of refrigeration gas, arresting of the leakage if any and topping of the gas if required. Care to be taken to prevent Leakage of refrigeration gas into the atmosphere through regular checkup.
- h) In the case of compressor failure the same shall be replaced with the factory reconditioned or authorized service agents /new compressors. In case of motor failure the same shall be rewinded / replaced with new one.
- i) Checking of capacitor and the contactors for its healthiness and replacement, if required.
- j) Checking of remote, PCB, Mother board and all wiring of Split Air conditioners for its healthiness, and replacement if required.
- k) Cleaning of the filters and damaged filter if any, to be replaced by new filters.



l) Replacement / reconditioning of the compressor or Fan motor shall be carried out as per the direction of Engineer in-charge of BHEL.

m) All the spares and consumables required for preventive maintenance and Breakdown works shall be covered in your offer.

III PAYMENT TERMS:-

Payment will be made once in a quarter after satisfactory completion of the services on pro-rata basis.

IV GENERAL:

1. Any damages caused to the plants or any other assets in our premises by your personnel shall be made good by you free cost.
2. All the statutory requirements as called for by the labour dept, Govt. of Karnataka are to be fulfilled in respect of income tax, PF, ESI, Safety and On-time payment to the labours.
3. You are requested to abide by our security procedures in respect of entry of personnel into our premises.
4. Adequate safety precautions have to be provided for your personnel by you.



ANNEXURE: 'B'

GENERAL CONDITIONS OF CONTRACT

It is hereby agreed by me/us that the BHEL General Conditions of Contract including subsequent amendments/ additions/deletions to clauses if any, and conditions pertaining the settlement of disputes by Arbitration from an integral part of the tender documents and that the tender submitted by me/us is subject to the aforesaid BHEL General Conditions of Contract which has been read and accepted by me/us.



SAFETY CODE

RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT

1. Before commencing the work, contractor submits a “SAFETY PLAN” to the authorized BHEL Official. The ‘Safety Plan’ shall indicate in detail the measure that would be taken by the contractor to ensure safety of men, equipment, material and environment during execution of the work. The plan shall take care to satisfy all requirements specified hereunder. The contractor shall submit safety plan along with his offer. During negotiations before placing of work order and during execution of the contractor BHEL shall have right to review and suggest modification in the Safety Plan. Contractor shall abide by BHEL decision in this respect.
2. The contractor shall take all necessary safety precautions and arrange for appropriate appliances as per direction of BHEL or its authorized officials to prevent loss of human lives, injuries to personnel engaged, and damage to property and environment.
3. The contractor shall provide to its work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorized BHEL officials:-
 - (i) Safety Helmets conforming to IS – 2925: 1984.
 - (ii) Safety Belts conforming to IS – 3521: 1983.
 - (iii) Safety Shoes conforming to IS – 1989: 1978.
 - (iv) Eye and Face Protection devices conforming to IS – 8520: 1977 and IS – 8940: 1978.
 - (v) Hand and body protection devices conforming to:
 - IS – 2573: 1975
 - IS – 6994: 1973
 - IS – 8807: 1978
 - IS – 8519: 1977.

All tools, tackles, lifting appliances, material handling equipment scaffolds, cradles, safety nets, ladders, equipments etc. used by the contractor shall be of safe design and construction. These shall be tested and certificate of fitness obtained before putting them to use and from time to time as instructed by authorized BHEL official who shall have the right to ban the use of any item.

All electrical equipment, connections and wiring for constructions power, its Distribution and use shall conform to the requirement of India Electricity Act and Rules. Only electricians licensed by the appropriate statutory authority shall be employed by the contractor to carry out all types of electrical works. All electrical appliances including portable electric tools used by the contractor shall have safe plugging system to source of power and be appropriately earthed.

The Contractor shall not use any hand – lamp energized by electric power with supply voltage of more than 24 Volts. For work in confined spaces, lighting shall be arranged with power source of not more than 24 Volts..



Bharat Heavy Electricals Limited
Electronics Division, Mysore Road, Bangalore – 560 026.

The contractor shall adopt all fire safely measures as laid down in the “Code for Fire Safety at Construction sites” issued by the Safety Department of the Construction management (HQ) of BHEL and as per directions of the authorized BHEL official. A copy of the above referred “Code of Fire Safety at Construction Sites” shall be made available by BHEL to the contractor for reference, on demand by the contractor, during tendering stage itself.

Where it becomes necessary to provide and/or store petroleum Products, explosives, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall be responsible for carrying out such provisions and/or storage in accordance with the rules and regulations laid down in the relevant government acts, such as Petroleum Act, Petroleum and Carbides of Calcium manual of the chief controller of Explosives, Govt. of India. etc., Prior approval of the authorized BHEL official at the site shall also be taken by the contractor in all such matters.

The contractor shall arrange at his cost (wherever not specified) appropriate illumination at all work spots for safe working when natural daylight may not be adequate for clear visibility.

The contractor shall be held responsible for any violation of statutory regulations local, state or central and BHEL instructions, that may enrage safety of men, equipment, material and environment in his scope of work or another contractor's or agency's. cost of damages if any, to life and property arising out of such violation of statutory regulations and BHEL instructions shall be borne by the contractor.

In case of a fatal or disabling injury accident to any person at construction sites due to lapses by the contractor, the victim and/or his/her dependents shall be compensated by the contractor as per statutory requirements. However, if considered necessary, BHEL have the right to impose appropriate financial penalty on the contractor and recover the same from payments due to the contractor for suitably compensating the victim and/or his/her dependents. Before imposing any such penalty, appropriate enquiry shall be held by BHEL giving opportunity to the contractor to present his case.

In case of any damage to property due to lapses by the contractor, BHEL shall have the right to recover cost of such damages from payments due to the contractor after holding an appropriate enquiry.

In case of any delay in the completion of a job due to mishaps attributable to lapses by the contractor, BHEL shall have right to recover cost of such delay from payments due to the contractor, after notifying the contractor suitably and giving him opportunity to present his case.

If the contractor fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given a reasonable opportunity to do so; provide necessary safety devices and equipment or to carry out instructions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized BHEL official, BHEL shall have the right to take corrective



Bharat Heavy Electricals Limited
Electronics Division, Mysore Road, Bangalore – 560 026.

steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by BHEL.

The contractor shall submit report of all accidents, fires and property damage, dangerous occurrence to the authorized BHEL official immediately after such occurrence, but in any case not later than twelve hours of the occurrence. Such reports shall be furnished in the manner prescribed by the contractor to the authorized BHEL official from time to time as prescribed.

Before commencing the work, the contractor shall appoint/nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of BHEL.

If Safety record of the contractor in execution of the awarded job is to the satisfaction of Safety Department of BHEL, issue of an appropriate certificate to recognize the safety performance of the contractor may be considered by BHEL after completion of the job.



Bharat Heavy Electricals Limited
Electronics Division, Mysore Road, Bangalore – 560 026.

Annexure - I

Certificate by Chartered Accountant on letter head

This is to Certify that M/S
(hereinafter referred to as 'company') having its registered office at
is registered under MSMED Act 2006, (Entrepreneur
Memorandum No (Part-II) dtd:.....,
Category: (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the
latest audited financial year as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost
excluding land and building and the items specified by the Ministry of Small Scale Industries vide its
notification No.S.O.1722(E) dated October 5, 2006 :
Rs.....Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and
furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED
Act, 2006:
Rs.....Lacs

(Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of
Rs.....Lacs forMicro / Small (Strike off which is not applicable)
Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/ Small) (Strike off which is not
applicable) and the date of graduation of such enterprise from its original category is
(dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such
enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published
in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant



Annexure - C

The Management is committed to be an environmentally sound company in its activities, products, services and to provide safe and healthy working environment covering its employees, Contractors, Contract labors, Trainees, Suppliers, Customers and all interested parties, as an integral part of business performance through:

- ★ Compliance with applicable Legal and other requirements related to Occupational Health, Safety and Environment.
- ★ Setting objectives and targets to eliminate / control / minimize environmental pollution, risks due to Occupational Health and Safety Hazards for preventing injury and ill health and reviewing the objectives and targets to have continual improvement in HSE performance.
- ★ Promotion of activities for conservation of resources by environmental management with focus on electrical energy and chemicals.
- ★ Communication of HSE policy to employees, customers, suppliers, contractors and all interested parties and enhancement of Environmental, Safety and Occupational Health and safety management systems by pro-active measures.
- ★ Commitment for regular evaluation and pro-active measures for prevention & control of environmental pollution / risks due to incidents and occupational diseases.
- ★ Appropriate training of employees, customers, suppliers, contractors and all interested parties on Health, Safety & Environmental (HSE) aspects.
- ★ Formulation and maintenance of HSE Management Programmes for continual improvement.
- ★ Periodic review & audit of HSE Management System to ensure its continuing suitability, adequacy and effectiveness.
- ★ Co-operation with concerned agencies / regulatory bodies engaged in HSE activities.

Sd/-

Date:

ED / EDN



Bharat Heavy Electricals Limited
Electronics Division, Mysore Road, Bangalore – 560 026.

Electronic Funds Transfer (EFT) OR
Paylink Direct Credit Form

Please Fill up the form in **CAPITAL LETTERS** only.

TYPE OF REQUEST(Tick one): ☐ CREATE ☐ CHANGE

BHEL Vendor / Supplier Code:			
Company Name :			
Permanent Account Number(PAN):			
Address			
City:	PINCODE	STATE	
Contact Person(s)			
Telephone No:			
Fax No:			
e-mail id:			
Bank Name:			
Bank Address:			
Bank Telephone No:			
Bank Account No:			
Account Type: Savings/Cash Credit			
9 Digit Code Number of Bank and branch appearing on MICR cheque issued by Bank			
Bank swift Code(applicable for EFT only)			
Bank IFSC code(applicable for RTGS)			
Bank IFSC code(applicable for NEFT)			

I hereby certify that the particulars given above are true, correct and complete and that I, as a representative for the above named Company, hereby authorise BHEL, EDN, Bangalore to electronically deposit payments to the designated bank account.

If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL / transferring Bank responsible.

This authority remains in full force until BHEL, EDN, Bangalore receives written notification requesting a change or cancellation.

I have read the contents of the covering letter and agree to discharge the responsibility expected of me as a participant under ECS / EFT.

Date:

Authorised Signatory:

Designation:

Telephone NO. with STD
Code

Company Seal

Bank Certificate

We certify that _____ has an Account No _____ with us
and

we confirm that the bank details given above are correct as per our records.

Date:

Place:

(.....)
Signature

Please return completed form along with a blank cancelled cheque or photocopy thereof to:
 Bharath Heavy Electricals Ltd, Electronics Division,
 Mysore Road, Bangalore -26.



Bharat Heavy Electricals Limited
Electronics Division, Mysore Road, Bangalore – 560 026.

PART-II (Price Bid)

Factory services
25.09.2019

Subject: Comprehensive AMC for Window, Split, Tower and Ductable Air conditioners of different makes.

Sl.No	Particulars	Unit	Quantity	Rate in Rs. per Air Conditioner for two years	Amount in Rs.
1	Annual Maintenance contract for 1.5 TR window Air conditioners of different makes as mentioned in scope of work	Nos	48		
2	Annual Maintenance contract for 2 TR window Air conditioners of different makes as mentioned in scope of work	Nos	130		
3	Annual Maintenance contract for 1.5 TR single-split Air conditioners of different makes as mentioned in scope of work	Nos	242		
4	Annual Maintenance contract for 3TR multi-split Air conditioners of different makes as mentioned in scope of work	Nos	21		
5	Annual Maintenance contract for 3TR Tower AC of Voltas make	Nos	4		
6	Annual Maintenance contract for 3.5 TR Tower AC of Blue Star make	Nos	4		
7	Annual Maintenance Contract for 8.5 TR Carrier Make Ductable type air conditioner	Nos	1		
8	Annual Maintenance Contract for 3 TR FEDDERS Lloyd Make Ductable type air conditioner	Nos	2		
9	Annual Maintenance Contract for 5.5 TR VOLTAS Make Ductable type air conditioner	Nos	2		
10	Annual Maintenance Contract for 5.5 TR CARRIER Make Ductable type air conditioner	Nos	1		
12	Total Amount in Rs.				
13	<u>GST (clearly mention breakup of IGST/ SGST+CGST/UTGST+CGST)</u>				
14	Grand Total Amount in Rs. (Inclusive of all taxes)				

Grand Total Amount in words : (-----)

NOTE: Payment shall be made on pro-rata basis for the actual number of Air Conditioners Preventive services rendered.