

BHARAT HEAVY ELECTRICALS LIMITED
ESTATE OFFICE BHEL TOWNSHIP, SECTOR-17 NOIDA- 201301



TENDER DOCUMENT

FOR

**Comprehensive AMC of 106 nos. Window Air Conditioners 1.5 TR each, 5 Star
(Voltas make) in BHEL Township, Sector-17, Noida**

NIT No.: 13:AA:NOI:ADMN.:AMC-AC:112:2016-17

Dated : 07.07.2016

CONTENTS

1- Notice Inviting Single Tender

LAST DATE FOR SUBMISSION: 08.07.2016 AT 15:00 Hrs.

DATE FOR OPENING OF TENDER: 08.07.2016 AT 16:30 Hrs.



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Ltd.

सम्पदा कार्यालय, सेक्टर- १७, नोएडा – २०१ ३०१) उ.प्र.(, भारत
BHEL Township: Estate Office, Sector-17, Noida-201 301 (UP) INDIA
फोन) का (.6740983, फैक्स- 6740994 Tel: 6740983, (Fax) 6740994

Tender Document

NIT No. 13:AA:NOI:ADMN.:AMC-AC:112:2016-17 Dated: 07.07.2016
Last date of Submission of Sealed Tender: 08.07.2016 at 1500 hrs.
Date of opening of Tender: 08.07.2016 at 1630 hrs.

To
M/s. Voltas Limited
D-15, R. S. Plaza,
R. D. C. Raj Nagar, Ghaziabad
U.P- 201001

**Sub. : Comprehensive AMC of 106 nos. Window Air Conditioners 1.5 TR each, 5 Star (Voltas make)
in BHEL Township, Sector-17, Noida**

Dear Sir,

We are pleased to invite your competitive offer for the following Job/ Services as detailed below
at BHEL Township, Sector-17, Noida.

PRICE FORMAT

Sl. No.	DESCRIPTION	QTY (a)	RATE (per year per AC) (b)	AMOUNT per year (c) = (a) X (b)
1	One year Comprehensive AMC of Window Air Conditioners 1.5 TR each, 5 Star <u>Make:-</u> Voltas <u>Model:-</u> 185 DY	106 Nos.		
2	Total contract value without Service Tax & VAT (₹)			
3	Service Tax @ ____% on ____% of amount mentioned at Sl. No. 2 (₹)			
4	VAT @ ____% on ____% of amount mentioned at Sl. No. 2 (₹)			
5	Total amount inclusive of Service Tax & VAT (2 + 3 + 4) (₹)			
6	Discount, if any (____%)			
7	Total amount inclusive of Service Tax & VAT after Discount (₹)			
ONE YEAR TOTAL CONTRACT VALUE (₹) in words: Rupees				

Note:- At Sl. No. 1, the quoted rates must be inclusive of all taxes & duties but excluding Service Tax & VAT.

(Signature & seal of the bidder)

A. INSTRUCTIONS FOR TENDERER:

1. The offer shall be submitted as per the instructions of tender document. Only one set of tender document duly signed by authorized representative of tenderer and signed & stamped on each page shall be submitted as detailed further. Tenderer should note specifically that all pages of tender document, including the NIT page for this particular tender shall be submitted by them (after signing/stamping on each page) as a part of their offer. In case of any clarification, bidder may contact this office.
2. No overwriting / correction in tender documents by tenderer shall be allowed. However, if correction is unavoidable, the same must be signed by authorized signatory.
3. Tender must be submitted in single part. The cover envelope should be super scribed with NIT no. & due date of opening.
4. Rates must be quoted in figures as well as in words.
5. Tender documents are also available on CPP portal (<http://eprocure.gov.in/cppp/>) and on BHEL website (www.bhel.com) and the same can be downloaded and used as tender document for submission of bid.
6. BHEL reserves the right to accept or reject the offer without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidder in this matter.
7. In case any typing error/other clerical errors is noticed by the tenderer, in the tender documents, the same must be pointed out and got clarified before submission of offer, else, BHEL's interpretation shall prevail & shall be binding on the tenderer.
8. Any queries regarding this tender may be clarified from Engineer (HR-TAX) on mobile no. 8800957694/ email: omender@bhel.in.
9. The tenderer or their representative may attend the opening of bid(s) if they desire to do so.

B. SPECIAL TERMS & CONDITIONS RELATED TO THE SUBJECT WORK:

- 1) All the ACs are installed at different locations in the same premises of BHEL Township, Sector-17, Noida.
- 2) All ACs are of window type 1.5 TR each capacity, 5 star and are of Voltas make only.
- 3) The bidders are strongly advised to visit the premises before quoting the rates for comprehensive AMC.
- 4) The sufficient manpower (service Engineer/technicians/supervisors) must be deployed by the contractor to complete the work as soon as possible.
- 5) The bidder should have its service center/service facility in Delhi/NCR.
- 6) Any machine damaged by the negligence of the contractor's representative shall be repaired up to its original condition at no extra cost to BHEL.
- 7) The following are to be covered during Comprehensive AMC:
 - a. Refrigerant Gas charging, repairing/replacing internal electrical wiring and all other repairs, maintenance and replacement of spare parts like evaporator coil, condenser coil, electronic cards etc. except blower blade, fan blade, Thermocol, Cabinet, Remote, Grill & Base Plate and plastic parts.
 - b. All the above spares are to be replaced at no extra cost to BHEL.
 - c. All the spare parts supplied by vendor should be genuine, brand new and of OEM make.
 - d. Re-building/maintenance / replacement of faulty compressor etc.
 - e. Wet service of all machines wherever applicable shall have to be undertaken at least once a year and whenever required. The wet service shall include checking of electrical connections, washing of cooling coils and condenser coils, oiling and greasing of motors, checking compressors and measuring grill temperature.
 - f. The dry service of all machines wherever applicable shall have to be undertaken atleast once a year and whenever required. The dry service shall include cleaning of the air filter and grill.
 - g. The remedial or breakdown maintenance shall have to be undertaken as and when complaint is lodged at Voltas Call Center or by any other channels of communications. The complaint should be attended immediately as soon as possible. If any AC is to be taken to your workshop, an operational window AC shall be provided by the contractor at no extra cost to BHEL, to get uninterrupted services.
 - h. Providing electrical supply to ACs would be in the scope of BHEL.
- 8) The subject work shall be carried out up to the satisfaction of Engineer-in-charge.
- 9) All the materials/ equipment/ instruments used for executing services shall be arranged by the contractor. No materials shall be issued from BHEL.
- 10) After completion of the work, contractor will remove all unwanted material from the site with no extra claim.

- 11) **INSPECTION OF MATERIALS:** All the spare parts used/replaced by the contractor at site shall be inspected and verified by Engineer-in-charge.
 - 12) **WORKMANSHIP:** Good workmanship is an essential requirement to be complied with. The entire work shall conform to sound engineering practice. In case of bad workmanship re-work will be done by the contractor on no extra claim
 - 13) **SUPERVISION OF WORK:** The contractor will deploy sufficient numbers of Supervisors/ Engineers of appropriate qualification and experience to ensure proper execution of work. They will carry out instructions of Engineer-in-charge and other senior officers of BHEL during the progress of work.
- C. GENERAL TERMS & CONDITIONS:-**
- 1) Tenders received late /in open condition not meeting the tender condition / incomplete in any respect are likely to be rejected.
 - 2) BHEL will not be responsible for the postal delay under any circumstances for non-receipt of Tenders by due date & time.
 - 3) If any information/ documents submitted by the tenderer are found false/fake at any stage, the tender will be cancelled.
 - 4) The offer of the bidders who are on the banned list and also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of the banned firms is available on BHEL web site www.bhel.in
 - 5) The Tenderers are required to quote for the complete scope of work. Tenders for part of the work or incomplete in any respect are liable to be rejected.
 - 6) **CONTRACT PERIOD:** The tenure of contract for providing comprehensive AMC Services shall be valid for a period of one year (12 months) which can further be extended for one year on the same rates, terms & conditions on the mutual agreement between the company and the contractor on satisfactory performance of the contract and will be decided later.
 - 7) Rates quoted by the bidder will be firm for the contract period or extended period of contract. No price variation and escalation due to increase in labour / material cost will be allowed.
 - 8) The rates quoted by the bidder are deemed to be inclusive of all, cost of site clearance and any other incidental works required to complete the work and inclusive of all the taxes. Service Tax & VAT shall be quoted extra in the same price bid format.
 - 9) The rate should be indicated both in words and figures. All entries in the Tenders must be written in ink or typewritten. Over-writing should be avoided. Corrections, if any, should be attested with signature by the bidder.
 - 10) **VALIDITY OF RATES:** Validity of rates will be 30 days from the date of opening of the bid.
 - 11) **EVALUTION CRITERIA:** Evaluation of the tender will be done on overall quote basis inclusive of all the taxes including service tax & VAT (i.e. at Sl. No. 7 of above price format). The decision of BHEL will be final in this regard.
 - 12) **CORRECTION OF ARITHMETIC ERRORS:** Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:
 - a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the BHEL 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 shall be corrected.
 - 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.
 - 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 to (a) and (b) above.
 - d) If any bidder does not accept the correction of errors, their bids are liable to be disqualified.
 - 13) **SUBLETING:** The Contractor shall not sublet, transfer or assign the full work or any part thereof to any other person/company/organization. In case it is found that the work has been subletted, the contract shall be terminated immediately.

- 14) Accommodation in any manner will not be provided to the workers of the contractor deployed in the execution of work.
- 15) The contractor will be responsible for the quality of the work.
- 16) **PAYMENT TERMS:**
- a) The full payment of one year comprehensive AMC would be paid in advance to the vendor by NEFT.
- b) The contractor shall provide invoice cum AMC documents for the entire paid amount, mentioning period of comprehensive AMC.
- c) No payment shall be made for the work done without the permission of Engineer-in-Charge.
- d) The contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
- e) All payment will be subject to deduction of taxes at source as per rules.
- f) Any tax incurred on purchase of materials by the contractor in respect of this contract shall be treated as included in the charges and BHEL will not entertain any additional claim whatsoever in this respect.
- 17) No excuses like hindrance because of extreme weather conditions, non-availability of labour and material etc. will be entertained for not completing the work in time.
- 18) All necessary precautions with respect to safety at site and environmental aspects and their impacts shall have to be taken by the contractor for activities performed by his workers.
- 19) In case of any dispute, the decision taken by BHEL Management will be final and binding on the contractor.
- 20) No party shall be permitted to tender for work in BHEL in which any of their near relatives is an employee connected with the award and execution of the contract. They shall also intimate the names of persons who are working with them in any capacity or subsequently employed by them and who are near relatives of any employee of the BHEL. Any violation of this condition which comes to the Notice of the BHEL after the contract is awarded will entitle the BHEL to treat the contractors as having committed a breach of contract and to exercise all the rights and remedies available to the BHEL on account thereof.
- 21) 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.
- 22) BHEL may terminate the contract by giving not less than thirty day's written notice of termination to the contractor. If the contractor does not remedy a failure in performance of their obligation under the contract, within thirty days after being notified.
- 23) **TERMINATION OF CONTRACT ON DEATH:** Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor's survivors.
- 24) **RECOVERY FROM CONTRACTOR:** Whenever under the contract, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or the contractor shall pay the claim on demand without any terms & conditions.
- 25) **POST TECHNICAL AUDIT OF WORK AND BILLS:** BHEL reserves the right to carry out a post payment audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc. and to enforce recovery of any sums becoming due as a result thereof in the manner provided into the proceeding sub-paragraph provided however, that no such recovery shall be enforced after three years of passing the final bill.
- 26) **ARBITRATION / CONCILIATION:** In the event of any dispute arising between the parties hereafter referred as BHEL and Contractor in respect of or connected with this contract, General & Special terms & conditions of tender, then the same shall be referred to Arbitration and Arbitrator will be nominated by the Head of Administration of BHEL Corp. Office, New Delhi, whose decision shall be final and binding on both the parties. However, any differences or doubt pertaining to meaning/ interpretation of any phrase

word used in terms or in the schedule of services, their nature and manner of rendering of such services shall be the excepted matter and be referred to the Head of Administration of BHEL Corp. Office, New Delhi, whose decision shall be the final and binding. The provisions of Arbitration and Conciliation Act, 1996 or any statutory modification and re-enactment thereof will apply to such arbitration provided however, in all matters the venue of proceedings will be Delhi and only Delhi or appropriate Courts will have jurisdiction over the same.

- 27) **RISK CLAUSE:** BHEL reserves the right to terminate the contract due to any failure on the part of the Contractor in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of the BHEL about the failure on the part of the Contractor shall be final and binding on the Contractor. In the event of any failure on the part of the Contractor, BHEL shall have the right without any prejudice to get the work done through any other alternate agency at the risk and cost of Contractor. The additional cost including loss, if any incurred by BHEL will be recovered from the Contractor.

D. CONTRACTOR'S OBLIGATION:

- 1) Contractor shall supervise the Work allotted to him to be carried out by his workforce.
- 2) Contractor to ensure that the workforce deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
- 3) Contractor to accept full and exclusive liability for the wages, Allowances, PF, ESI, for the workforce deployed by the contractor and other obligation referred under the law at present and any future taxes imposed by the Government / Local Bodies.
- 4) BHEL will have no liability whatsoever concerning the persons deployed by the contractor for the purpose. The contractor shall keep the Company indemnified against all losses or damages or liability arising out of or imposed in the course of employment of persons by the contractor.
- 5) Statutory requirement (Health related, Safety related, Environment related) of the local authority / State Govt. / Central Govt. shall be responsibility of the contractor.
- 6) The contractor will be solely responsible for any unlawful act of their workforce while on duty. In case of theft or loss of Company's property take place due to the negligence or carelessness of workforce, the contractor will be responsible and shall make good of the same.
- 7) The Contractor shall be held responsible for any damage / loss to the work premises /or the properties of the Company (i.e. missing or broken fittings, equipments, furniture etc. and loss of such things) caused due to the negligence of his work force and shall have to replace the same at his own cost. The decision of the Engineer-in-charge shall be final and binding on the Contractor.
- 8) The contractor shall hand over a copy of all concerned/ related legal and statutory documents and records to BHEL for fulfilling any future requirement with the statutory authority.
- 9) The contractor shall abide by all the rules / regulations / status imposed by the Govt. or other concerned authorities. The contractor will be responsible for workmen's compensation & other requirements of local Municipalities / Govt. or any other law regulating bodies
- 10) Contractor to maintain appropriate records of his employees deployed to carry out the job (s).
- 11) Contractor to get all his employees insured against all type of risks at his own cost.
- 12) Contractor to ensure that all precautions are taken for safety of his employees and equipment.
- 13) In case of any objection from any statutory / local authority related to the said work, the contractor has to liaison with them for smooth progress of work.
- 14) The Contractor shall ensure proper conduct and behavior of the workforce engaged by him on the site and shall remove with immediate effect, the engagement of such person(s) who does/do not conduct himself / themselves properly or misbehave(s) with the residents of township or the staff of Estate office.

Omender Singh
Engineer (HR-TAX)
On behalf of "BHEL"

ANNEXURE: I

DECLARATION

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

(Signature & seal of the contractor)

Place:

Date:

ESTATE OFFICE: BHEL TOWNSHIP: NOIDA

NIT No.: 13:AA:NOI:ADMN.:AMC-AC:112:2016-17

Dated: 07.07.2016

No Deviation Certificate

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of the above tender and there is no deviation in the terms & conditions of tender. We confirm that the offer submitted by 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.

(Signature & seal of the contractor)

BIDDER'S DETAILS

Name of the Supplier /Party/ Firm	
Name of Authorized Representative	
Postal Address	
Phone/ Landline Nos.	
Mobile Nos.	
Fax No.	
E-Mail Address	
Web Site Address (If Any)	
Details of Local Service Centre:-	
Bank details for payment through NEFT/RTGS	Name of Bank: Branch: Account No.: IFSC No.: MICR No.:

Note: Submit a cancelled cheque for verification of above bank details.

(Signature & seal of the contractor)