

# **BHARAT HEAVY ELECTRICALS LIMITED**

**BHEL ESTATE OFFICE  
BHEL TOWNSHIP, SECTOR-17  
NOIDA- 201301**



## **TENDER DOCUMENT**

**FOR**

**SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND MAINTENANCE OF 47 NOS., BRAND NEW, BEE THREE STAR, 1.5 TR WINDOW ACs (AIR CONDITIONERS) WITH REMOTE CONTROL & STABILIZERS ON RENTAL BASIS FOR 4 YEARS IN BHEL TOWNSHIP, SECTOR-17, NOIDA.**

**NIT No.-17:AA:NOI:ADMN.: ACs: 112:2013-14  
Dated: 09.12.2013**

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**Last date for Submission: 20.12.2013 at 1500 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.) 6740993, 6740988 फैक्स- 6740994 Tel: 6740993, 6740988 (Fax) 6740994

**NOTICE FOR INVITING OPEN TENDER**

Sealed tenders are invited in two parts bids for the hiring of following items in Estate Office, BHEL Township, Sector-17, Noida.

**Title** : Supply, Installation, Testing, Commissioning and Maintenance of 47 nos., Brand New, BEE Three Star rating, 1.5 TR, Window ACs (Air Conditioners) with remote control & Stabilizers on rental basis for 4 year period in BHEL Township, Noida.

**NIT NO.** : 17: AA: NOI: ADMN: ACs: 112:2013-14 **Dated: 09.12.2013**

**EMD** : ₹ 40,000/-

**Tender Cost** : Nil

**Security Deposit** : Nil

**Total Quantity** : 47 Nos

**Delivery & installation**

**Schedule** : All ACs are to be installed between the period from 01.02.14 to 15.02.14

**DATE OF SUBMISSION & OPENING OF TENDER**

**Last date for submission of sealed tender at Estate Office, BHEL Township, Sector-17, Noida** : **20.12.2013 at 1500 Hrs.**

**Date of opening the Tender (Techno-Commercial Bid)** : **20.12.2013 at 1530 Hrs.**

**Venue for opening of Tender** : **Estate Office, BHEL Township, Sector-17, Noida**

The Tender Document may be obtained from the office of Engineer (HR-TAX), Estate office, Sector-17, Noida, free of cost or may be downloaded from BHEL web site ( [www.bhel.com](http://www.bhel.com)) or from CPP portal (<http://eprocure.gov.in>).The sealed tenders may be sent either by registered post, speed post, courier or by hand in the office of Engineer (HR-TAX), Estate Office, Sector-17, NOIDA-201301(U.P.) between 9.00 AM to 5.30 PM on any working day till the due date and time i.e. up to **20.12.2013** at 3:00 PM .

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

## **PART 'A' – TECHNO-COMMERCIAL BID**

### **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. Price shall not be mentioned by them anywhere in the techno-commercial portion of offer. Price shall be mentioned in the relevant price bid only and submitted in separate sealed envelope. In case of any clarification, bidder may contact this office.
2. Tender must be submitted in two parts, i.e., (i) Techno-Commercial Bid (Part-A) along with un-price bid (Annexure-B) and (ii) Price Bid (Part-B). The tenderer must submit their tenders in three separate sealed envelopes prominently super scribed as 'EMD Deposit', Part – A 'Techno- commercial bid' and Part-B 'Price Bid' along with NIT No. & due date written on each of the envelope. These three separate envelopes shall together be kept in fourth envelop super scribed with name of Work, NIT No. & due date of opening.
3. All documents submitted by the Tenderer in his tender may be accompanied with a covering letter giving index interlinking all the documents.
4. No overwriting / correction while filling the tender documents by tenderer shall be allowed. However, if correction is unavoidable, the same must be signed by authorized signatory.
5. Techno-commercial bid should contain all the documents in proof of Pre- qualifying criteria, signed tender document having NIT page, Instructions for tenderer, general conditions, Special Conditions, Contractor's Obligations, un-price bid, all the annexure duly filled & signed by the tenderer and the envelope containing EMD.
6. Bids without requisite Earnest Money (EMD) will not be considered.
7. The tenderer shall submit the Bank details along with a cancelled cheque for payment through NEFT/RTGS.
8. Price Bid should contain only the "Part-B, Price Bid Format" after quoting the rates as specified in the price bid format.
9. Rate shall be quoted inclusive of all taxes but exclusive of service tax which shall be quoted separately in same price bid format. Rates must be quoted in figures as well as in words.
10. Rates must be quoted in figures as well as in words.
11. On the date of opening of tender, only Techno-Commercial Bid (Part-A) shall be opened.
12. BHEL may finalize successful tenderer either **by opening of sealed price bid** or conducting **online Reverse Auction**. Date of opening of sealed Price Bid / conducting of online Reverse Auction will be intimated, by post or e-mail separately to the Tenderers who qualify in the Techno-Commercial bid
13. Opening of Price bids/ Reverse Auction will be done for the offers of only those tenderers, whose bids are found technically acceptable.
14. Tender documents are also available on BHEL's web site i.e. [www.bhel.com](http://www.bhel.com) and on CPP portal (<http://eprocure.gov.in/cppp/>) and the same can be downloaded and used as tender document for submission of bids.
15. BHEL reserves the right to accept or reject any or all offers without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
16. 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, or else, BHEL's interpretation shall prevail & shall be binding on the tenderer.
17. The Tenderer should accept all terms & conditions of the tender unconditionally. Tenders with deviations from terms and conditions are likely to be rejected.
18. In case any document(s) required as per PQR is not submitted in techno-commercial bid (part-A) the party shall be asked to submit the same within 48 hours. If the document(s) is/are not received within 48 hours the offer may be rejected.
19. The tenderers or their representative may attend the opening of techno-commercial bid (Part-A), which will be opened on the due date and time as mentioned above, and thereafter, the technically qualified tenderers

or their representative may attend the opening of Price bid (Part B), if they so desire. The tenders (both the parts) shall be opened on schedule date & time even if the bidders or their representative are not present.

20. Tenderers are requested to go through the scope of work, visit the site/location etc. and get fully acquainted with the work place and prevailing working conditions to get all their doubts clarified regarding the above work before submitting the offer. Engineer-in-charge's decision will be full and final. Any queries regarding this tender may be clarified from Engineer (HR-TAX), on Telephone No. 0120- 6740983 / mobile No.-8800957670 or e-mail : [omender@bhel.in](mailto:omender@bhel.in)

## **B. PRE- QUALIFYING REQUIREMENT:**

- 1) **EMD of ₹ 40,000/- (Rupees Forty Thousands only)** in the form of Pay Order or Demand Draft in favour of BHEL, payable at New Delhi, must be submitted in a separate envelope. **Tender not accompanied with EMD/ EMD submitted in any forms other than PO & DD will not be accepted.**
- 2) The bidder should have **PAN Number & Service Tax Registration Number**
- 3) The bidder's average annual financial turnover during last three financial years ending 31<sup>st</sup> March, 2013, should be at least **₹ 6.00 Lakhs.**
- 4) The experience of having successfully completed similar Works (**Similar work shall mean execution of orders for installation of Air Conditioners on rental basis**) during last 7 years ending 30.11.2013.
- 5) **DOCUMENTS REQUIRED IN SUPPORT OF PRE-QUALIFYING REQUIREMENT:**
  - a) Complete tender document in all respects duly signed & stamped on each and every page as a token of acceptance of all the terms and conditions of tender.
  - b) Self-attested copies of Balance Sheet and Profits & Loss Account statements of last three financial years i.e. FY 2010-11, 2011-12 & 2012-13 (AY 2011-12, 2012-13 & 2013-14).
  - c) Self-attested copies of acknowledgements of IT return of last three financial years i.e. FY 2010-11, 2011-12 & 2012-13 (AY 2011-12, 2012-13 & 2013-14).
  - d) Self-attested copies of Work Orders/ Award letters/LOI/Contract Agreement along with certificates of completion in support of proof of experience for the works executed by the bidders during last 7 years ending 30.11.2013. BHEL reserves the right to cross check the documents from the issuing department/ company.
  - e) Self-attested copies of the **PAN card and Service Tax Registration No.**
  - f) The Bidder must Submit a declaration (Annexure –C), that no case is pending with the police/ court against the proprietor/ firm/ partner or the company (Agency). As well as the bidder has not been suspended / blacklisted by any organization.
  - g) No deviation certificate as per enclosed format (Annexure –D) must be signed and stamped.
  - h) Bidder must submit the technical details in the enclosed format (Annexure-E).
  - i) Bidder must submit the bidder's details in the enclosed format ( Annexure-F)
  - j) Bidder must submit the check list enclosed (at Annexure-G) after duly filled and signed.

## **C. SPECIAL CONDITIONS:**

1. All Window ACs shall be brand new and of one make & model only. **Contractor shall submit necessary documents/ certificates/technical brochures indicating Make, Model of the Air Conditioners (to be supplied) along with the bids.** The Manufacturer's serial numbers shall be supplied along with ACs at the time of installation.
2. All the ACs must confirm to the technical specifications given in '**Annexure-A**'. **The 'equivalent' brand would be accepted only after the written permission of Engineer In-charge.** All Air Conditioners are to be installed between 1<sup>st</sup> February to 22<sup>nd</sup> February, 2014. The Work Order is to be accepted by the contractor at the earliest within 5 days from the date of issuing. A penalty shall be imposed on the contractor as per LD clause if the contractor fails to install the ACs as per delivery schedule.
3. The contractor shall make own arrangement for transportation of window air conditioners (ACs) for installation & maintenance at respective sites in BHEL.
4. All the works related to installation shall be carried out by the contractor. All tools & tackles/materials, required for installation like wooden frames, plywood etc. (wherever required), for covering

**(Signature & seal of the bidder)**

remaining/uncovered window shall be arranged by the contractor own his own. However, the clear window, for carrying out the wooden work and installation will be provided by BHEL. The electrical point near to the window would also be provided by BHEL.

5. The contractor will provide drain pipe of sufficient length to drain out the condensate water from AC to proper place.
6. All the ACs would be hired for a period of 4 years, which would be reckoned from the date of installation of last AC. The rental charges shall start and be reckoned from the date of installation of last AC as per delivery schedule specified in Work Order.
7. Contractor shall ensure that all AC's operate trouble free throughout the rental period of 04 years as per technical details, parameters and specifications. Contractor shall ensure ready availability of needed manpower, consumable/ spares, tools and tackles at the site during the entire tenure of the contract.
8. Most of these ACs are to be installed at BHEL's Guest House where all kind of guests stay. The prompt, efficient and timely services would be required. Special attention is required in the months of March to October every year.
9. All the machines shall be completely washed/cleaned/serviced at site (by detergent/soap/chemical) at least once in a year before summer season starts, by the contractor as per instructions of Engineer- in charge. However the decision of Engineer incharge regarding servicing/cleaning frequency etc. would be final and binding to the contractor.
10. All records for maintaining the machines at site shall be made by the contractor as per instruction of Engineer- in charge.
11. The payment of rental charges shall be made on quarterly basis on submission of proper bill / invoice at the end of specific quarter. No advance payment shall be given to the party. The payment shall be released only after satisfactory performance of individual AC.
12. Performance of ACs will be monitored quarterly for operational status and would be recorded suitably as decided by Engineer in charge. The payment shall be released only after satisfactory performance of individual AC.
13. The contractor should have at least one working email id & mobile phone number/landline telephone number. The complaints would be lodged verbally, telephonically or in writing to the contractor. Contractor shall ensure that the complaints received are attended immediately and AC(s) is made operational within 8 hours from lodging of complaints. In case of gas leakage and /or compressor problem, another 16 hours may be granted to contractor. The contractor shall deploy sufficient manpower to attend the complaints. The complaints pending for more than 24 hours will attract penalty charges as per **LD clause for delay in services**. For avoiding such cases contractor is advised to keep at least 2 units as standby.
14. Change of location of ACs as per need, will be the responsibility of contractor and no extra payment would be made on this account. Any civil work, if required for this purpose, will be done by BHEL.
15. All the ACs installed within the premises of BHEL Township, would be in possession of BHEL till the completion of contract period. The prior written permission and/or gate pass would be required for taking the AC(s) out of the premises of BHEL.
16. On completion of contract, contractor shall remove all machines covered under this contract and close all openings by appropriate covers of plywood without disturbing the aesthetics of the rooms (Plywood will be provided by BHEL). No rental payment will be made by BHEL after completion date of contract.
17. The contractor shall clear the site and take out all of his ACs/materials out of BHEL's premises at his own expenses, with no extra cost to BHEL.
18. No residential accommodation shall be provided to the staff / contractor during installation/service period.
19. Contractor shall have to fulfill all statutory obligations/requirements imposed time to time by Uttar Pradesh Government/GOI, especially in respect of personnel safety and environmental safety.

#### **D. GENERAL TERMS AND CONDITIONS:**

1. The NIT No. & due date of opening must be legibly super scribed on the envelopes.
2. BHEL takes no responsibility for any delay/ loss of documents or correspondences sent by courier/ post.
3. BHEL has the right to reject all or any of the tenders and accept any tender(s) irrespective of its / their being the lowest / highest.
4. If any information/ documents submitted by the tenderer are found false/fake at any stage, the tender will be cancelled and Earnest Money deposited (EMD) shall be forfeited.
5. 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](http://www.bhel.in)
6. 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.
7. Tenders received late /in open condition/without EMD/ not meeting the tender condition / incomplete in any respect are likely to be rejected.
8. Price quoted should remain valid for at least **90 days** from the date of opening of techno-commercial bid.
9. Price shall be quoted as per enclosed 'Price Format' only. Quotations not filled in Price Format are likely to be rejected.
10. 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.
11. 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 but excluding Service Tax. Service Tax shall be quoted extra in the same price bid format.
12. **BHEL reserve the right to conduct Reverse Auction (RA) for deciding successful bidder. If any of the bidders has a reservation for participating in R.A. same shall be indicated clearly in the Techno-Commercial Bid.**
13. **EVALUATION CRITERIA:** The criteria of evaluation of techno-commercial bids will be on the basis of documents submitted by the bidders. BHEL may finalize successful tenderer by either **opening of sealed price bid** or conducting **online Reverse Auction**. Date of opening of sealed Price Bid / conducting of online Reverse Auction will be intimated, by post or e-mail separately to the Tenderers who qualify in the Techno-Commercial bid. The decision of BHEL will be final in this regard. In case of opening of Price Bid, the order will be placed on over all L-1 bidder. Evaluation of bid will be on total cost to 'BHEL'.
14. Quoted rates shall remain firm during the contract period or extended period except for variation in service tax. No price variation and escalation due to increase in labour / material cost will be allowed. Variation in the rates of service tax during contract period shall be to BHEL's account.
15. BHEL shall issue road permit on request of the party against the Performa Invoice submitted by the party. The party should demand Road Permit well in advance of due date of delivery. No excuse for delay in delivery due to Road Permit shall be entertained.
16. **CONTRACT AGREEMENT:** A contract agreement shall be signed before the start of work on a non-Judicial stamp paper of ₹ 100/-. The contract agreement shall be deemed to have become effective from the forenoon of date of award, and will remain in force for a period of four (04) years. However, this Agreement may be terminated earlier by BHEL at any time by giving 15 days' notice to the Contractor due to any failure on the part of the contractor in discharging his obligations under the contract, without prejudice to the rights of BHEL to recover any money becoming due under this Agreement. In such a case, the Contractor shall not be entitled to any compensation thereof. The decision of BHEL about the failure on the part of the Contractor shall be final and binding on the Contractor.
17. **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) In case, total price indicated in price bid does not match with the total of item wise breakup, the highest price so calculated shall be considered for evaluation but in case of order, the same shall be placed at the lowest price.
- e) If any bidder does not accept the correction of errors, their bids will be disqualified.
18. **INSPECTION:** The inspection of ACs will be carried out at the destination/ BHEL's premises by the BHEL's inspecting Officer.
19. **QUANTITY VARIATION:** Quantity may vary  $\pm 10\%$  in overall order value. However, the quantity of ACs may be reduced up to any extent as per the decision of BHEL.
20. **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 sublet, the contract shall be terminated immediately.
21. **TERMS OF PAYMENT: No advance payment shall be given to the contractor.** The payment of rental charges shall be made on quarterly basis, at the end of specific quarter, normally within 15 days of receipt of proper bill / invoice through NEFT/ RTGS. All payments will be subjected to deduction of taxes at source as per applicable rules. The payment shall be released only after satisfactory performance of individual AC. **The party will submit the bank details along with the cancelled cheque for NEFT/RTGS.**
22. **Liquidated Damage:**
- a) **L.D. FOR DELAY IN SUPPLY:** In case any lot of the ACs is not supplied as per the delivery schedule, a penalty of 1/2% of value of undelivered portion, per week of delay or part thereof subject to maximum of 10% of the total order value will be deducted as L.D. However the extension of time for supply of ACs may be granted by BHEL where delay is not attributable to the contractor.
- b) **L.D. FOR DELAY IN SERVICES:** A penalty would be imposed on the contractor if any complaint is pending for more than 24 hours as stated at point no. 14 of special conditions. The penalty shall be reckoned as: *penalty charges = (Rent per AC/180 + ₹ 500/- per day) X no. of ACs under breakdown X no. of days of breakdown.* The number of days would be calculated beyond 24 hours of logging of complaint.
23. No excuses like hindrance because of extreme weather conditions, non-availability of labour and material etc. will be entertained for not completing the job in time.
24. 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.
25. In case of any dispute, the decision taken by BHEL Management will be final and binding on the contractor.
26. 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.
27. **EARNEST MONEY DEPOSIT (EMD):**
- a) The EMD of ₹ 40,000/- ( Rupees Forty Thousand only) in the form of Pay order or Demand Draft in favour of "Bharat Heavy Electricals Ltd.", payable at any scheduled Bank at Delhi will only be acceptable. Earnest Money is to be paid by each tenderer to ensure that the tenderer does not refuse to execute the Work after it is awarded to him.

- b) EMD of the tenderer will be forfeited if:
    - (1) After opening of the tender the tenderer revokes his tender within the validity period or increases his earlier quoted rates.
    - (2) The tenderer does not commence the Work within the period as per LOI/ Work Order.
  - c) EMD given by all unsuccessful tenderers shall be refunded normally within 15 days of acceptance of award of work by the successful tenderer.
  - d) EMD of successful bidder shall be refunded after 3 months of start of the contract.
  - e) EMD shall not carry any interest.
28. **RISK CLAUSE:** In the event the contractor fails to provide services within the time stipulated, whatsoever the reason may be, the best and the nearest services available may be arranged by BHEL from elsewhere at the risk and cost of the contractor. BHEL, at its option will be entitled to terminate the contract and contractor shall be liable for any loss which the BHEL may sustain by reason of such risk purchases.
29. **LOADING & UN-LOADING:** The loading and unloading of ACs shall be in the scope of contractor.
30. **INSURANCE:** The contractor is advised to insure all the ACs for all type of risks at its own cost. In case of any damage to the ACs, BHEL will not be responsible in any case.
31. **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.
32. **RECOVERY FROM THE 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 he shall pay the claim on demand without any terms & conditions.
33. **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 the bills 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.
34. **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 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.

**D. CONTRACTOR'S OBLIGATION:**

- 1) 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 skills, proficiency, qualification, experience etc.
- 2) The workforce deployed by the contractor shall be healthy and should not be suffering from any communicable diseases.
- 3) Contractor to accept full and exclusive liability for the wages, Allowances, 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 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) In case, while on duty and during the course of engagement in work premises of the Company under this Agreement, if any of the Contractor's workforce suffers with any injury / indisposition due to accident or other natural calamities, the Contractor shall ensure that immediate and adequate medical aid viz., first - aid and subsequent treatment facilities are provided to the person(s) concerned free of cost without fail. In addition, the Contractor shall also be liable for meeting with statutory liabilities in respect to his workers.
- 8) The Contractor shall indemnify and compensate the Company, if the Company as Principal Employer under the Contract Labour (Regulation and Abolition) Act, 1970 becomes liable to assume any liability towards the workforce engaged by the contractor. In that event, the provisions relating to recover as provided in relevant clauses of the said Act shall be applicable in toto.
- 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 shall not engage any person of less than 18 years of age while providing services to BHEL.
- 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 equipments.
- 13) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the site of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation.
- 14) In case of any objection from any statutory / local authority, the contractor has to liaison with them for smooth progress of work.
- 15) 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.

For & on behalf of "BHEL"

**(Omender Singh)**  
Engineer (HR-TAX)

**Technical Specifications of 1.5 TR, Three Star, brand new Window type room air conditioners with remote control, on rental basis:**

<b>S no.</b>	<b>Parameters of Air Conditioners</b>	<b>Specifications</b>
01	Brand of New Window type ACs (Air-Conditioners)	LG/VOLTAS/LLOYD/VIDEOCON/HAIER/ONIDA/HITACHI/DAIKIN/PANASONIC/CARRIER/BLUE STAR/WHIRPOOL/GODREJ/SAMSUNG/SHARP or Equivalent make
02	Compressor Type	Rotary compressor
03	Rated Cooling Capacity	Minimum 1.5 TR
04	star rating	Minimum 3 star BEE
05	EER (rated cooling capacity in watts/Input power in watts)	Minimum 2.7
05	Blower/fan motor	three speed
05	Power Supply	230 Volt, $\pm 10\%$ , 50 Hz, Single phase.
06	Rated Power required	Not more than 2.0 kW
07	Remote control	Wireless
08	Air Filter	Cleanable type and synthetic make.
09	Front Panel	Plastic panel, preferably white/ off white/ cream color.
11	Noise level- inside the room	Maximum 62 dB (inside the room)
12	Refrigerant	As per environmental policy
13	Stabilizer (make Totaline, Bluebird, Logicare, Logicstat, V-guard or equivalent)	4 KVA III step, automatic voltage stabilizer



**DECLARATION**

I / We hereby declare that no case is pending with the police/ court against the bidder/ firm/ company (Agency). Also I /We have not been suspended / blacklisted by any PSU / Government Department / Financial Institution / Court etc.

**(Signature & seal of the bidder)**

Place:

Date:

**ESTATE OFFICE: BHEL TOWNSHIP: NOIDA**

17:AA:NOI:ADMN.: ACs: 112:2013-14 Dated: 09.12.2013

**No Deviation Certificate**

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of this tender. We hereby undertake and confirm that we have understood the specifications properly and shall be supplied the material mentioned in this tender enquiry. We also confirm that we have inspected the site where these ACs are to be installed.

**(Signature & seal of the bidder)**

**TECHNICAL DETAILS**

₹ (in Lacks)

<b>TURNOVER (F.Y.)</b>	<b>2012-13</b>	<b>2011-12</b>	<b>2010-11</b>

<b>EXPERIENCE</b>	<b>No. of Work</b>	<b>Value</b>	<b>Customer's Name</b>

<b>SIMILAR WORKS</b>	<b>Nature of Works</b>	<b>No. of works</b>	<b>Value</b>	<b>Customer's Name</b>

<b>PAN Card No.</b>	
<b>Service Tax No.</b>	

<b>Income Tax Return (F.Y.)</b>	<b>2012-13</b>	<b>2011-12</b>	<b>2010-11</b>
<b>EMD Details</b>	<b>DD/ PO No.</b>	<b>Date</b>	<b>Amount</b>
<b>Details of manpower</b>			

**Please specify make & model of AC and Stabilizer offered by the bidder**

	<b>Window AC</b>	<b>Stabilizer</b>
<b>Make</b>		
<b>Model</b>		

**BIDDER'S DETAILS**

Name of the Contractor /Party/ Firm	
Name of Representative	
Postal Address	
Phone/ Landline Nos.	
Mobile Nos.	
Fax No.	
E-Mail Address	
Web Site Address ( If Any)	
Bank details for payment through NEFT/RTGS and for release of EMD*	Name of Bank: Branch: Account No.: IFSC No.: MICR No.:

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

**(Signature & seal of the bidder)**

**CHECK-LIST (TECHNICAL BID)****SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER**

<b>Sl. No.</b>	<b>Description of requirement</b>	<b>Yes/ No/NA</b>	<b>Page No.</b>
1	EMD of ₹ 40,000/- in the form of Pay order or Demand Draft in favour of “Bharat Heavy Electricals Ltd” in a separate envelope.		
2	Details of work experience, satisfactory work performance certificates.		
3	Self-attested copies of Balance Sheet and Profits & Loss Account statements of last three financial years i.e. FY 2010-11, 2011-12 & 2012-13 (AY 2011-12, 2012-13 & 2013-14).		
4	Self-attested copies of acknowledgements of IT return of last three financial years i.e. FY 2010-11, 2011-12 & 2012-13 (AY 2011-12, 2012-13 & 2013-14).		
5	Self-attested copy of the PAN card.		
6	Self-attested copy of Service Tax registration certificate		
7	Declaration enclosed at Annexure – C		
8	No deviation certificate enclosed at Annexure – D		
9	Technical details as per Annexure-E		
10	Bidder’s detail as per Annexure- F		
11	All the pages of tender document have been signed		
12	Sealed envelope of price bid submitted.		
13	Catalogues with Technical details and operational parameter enclosed.		

**(Signature & seal of the bidder)**

**PART-B**  
**PRICE BID**

**Title** : Supply, Installation, Testing, Commissioning and Maintenance of 47 nos., Brand New, Three Star, 1.5 TR, Window ACs (Air Conditioners) with remote control & stabilizers on rental basis for 4 years in BHEL Township, Sector-17, Noida.

**NIT NO.** : 17:AA:NOI:ADMN.: ACs: 112:2013-14 **Dated: 09.12.2013**

**Delivery Schedule** : All ACs are to be installed between the period from 01.02.14 to 22.02.14

SL. No.	Description of Material	Qty./ Nos. (A)	Rate per AC per year in Figure (₹)(B)	Rate per AC per year in Words (₹) (B)	Total amount for four years (₹) C=A X B X 4
1	Supply, Installation, Testing, Commissioning and Maintenance of 47 nos., Brand New, Three Star BEE rating, 1.5 TR, Window Air Conditioners (ACs) with remote control & stabilizers on rental basis for 4 years Pls. specify: <b>Window AC</b> Make: _____ Model: _____ <b>Stabilizer:</b> Make: _____ Model: _____	47			
2	Total Amount (₹)				
3a	In case, as per the current status the party (service provider) is an <b>Individual, HUF, or partnership firm including AOP</b>	Service Tax (on .....% of total amount of Sl. No.2) to be payable by party (..... %) (₹)			
3b		Service Tax (on.....% of total amount of Sl. No.2) to be payable by BHEL (..... %) (₹)			
4	In case as per the current status the party is a Private or Public limited Company	Service Tax (on .....% of total amount of Sl. No.2) to be payable by party (..... %) (₹)			
5a	<b>Total amount inclusive of Service Tax</b>	In case of Individual, HUF, or partnership firm including AOP (Total of 2 + 3a+3b) (₹)			
5b		In case of Private or public limited Company (Total of 2+4) (₹)			
6	<b>Total Offer value (₹)</b>				
7	<b>Total Offer value in words: Rupees</b>				

**Note:**

- Bidders are required to quote all the applicable charges **OR** clearly mention **N.A.** against the items which are not applicable.
- In case, gross total price indicated in above price bid does not match with the total of item wise breakup, the highest price so calculated shall be considered for evaluation but in case of order, the same shall be placed at the lowest price.