

TECHNICAL BID

(First 4 Pages)

**TENDERS SHALL BE SUBMITTED / DROPPED IN CIVIL TENDER BOX
KEPT ON THE FLOOR AT SECURITY CONTROL ROOM**

**B H A R A T H E A V Y E L E C T R I C A L S L T D
CORPORATE RESEARCH & DEVELOPMENT DIVISION,
VIKASNAGAR , HYDERABAD-500093**

TEL : (040) 2388 2110 & 2377 2339

FAX : (040) 2377 6320

EMAIL: gowtamb@bhelrnd.co.in

TENDER NOTICE NO.: ELX/01/16-17 DATED: 27/05/2016

- 1 Name of work: Comprehensive Annual Maintenance Contract (multi-brand) for Air conditioners and Water Coolers in BHEL R&D campus
- 2 Earnest Money Deposit (EMD): Rs.40,000.00
- 3 Time of completion: Twelve (12) Months (from the date of agreement)
- 4 Maintenance period: One (1) Year
- 5 Last date of receipt of tenders: 17-06-2016 (14.30 Hrs)
- 6 Tender Opening Date/Time: 17-06-2016 (14.45 Hrs)
- 7 Cost of tender documents (Including S.T.): Rs. 300.00

Name & Address of the contractor/Agency: -----

EMD PARTICULARS -----

TENDERING PROCESS

- A. Civil Tender box is located on the floor at Security Control Room for submitting Tenders.
- B. Tenders would be received in Two part-bid system / ~~single bid~~ **(open/limited) system**.
 - 1. Technical bid (First sealed envelope / cover)
 - 2. Price bid (Second sealed envelope / cover)
- C. Tender opening

On the day of opening, only technical bids (first envelop) would be opened. The technical offers would be evaluated for compliance to technical requirements and terms and conditions of contract. Gaps if any would be clarified from the vendor during technical scrutiny. Un-acceptable offers would be rejected without any notice. On scrutiny and acceptance of the technical bids, price bids of accepted parties only, would be considered for opening. Date of opening of price-bids will be intimated to the qualified parties, separately.

The technical-bid consists of technical schedules requiring documentary proof. In case the contractor/agency has not satisfied all the conditions along with documentary proof, the tender will be rejected.

Technical and price bids must be in two separate covers, clearly marked as "Technical-bid" and "Price-Bid". The tender notice / item number for which offer is submitted shall also be clearly written on top of the covers. **Common or mixed tenders (with both technical and price bids in one envelop or technical-bid containing prices offered as in one part bid), if received will be rejected.** The technical-bid shall also include un-priced price-bid to indicate true style in which price-bid has been submitted. All pages of the price-bid document shall be signed and stamped by the tenderer at the bottom of the page.

In case of tender application and tender documents downloaded from website, the tenderer shall pay cost of tender documents and EMD for item of work for which he is tendering, separately by means of **two separate Demand Drafts** (in favor of **Accounts Officer, BHEL R&D Vikasnagar, Hyderabad 500 093**) one towards cost of tender documents and second towards EMD. Both DD's shall be enclosed along with the Technical-bid. Demand drafts issued, latest on last date of receipt of tenders will be accepted.

TECHNICAL- BID

(First FOUR PAGES along with necessary Documents and EMD should be submitted as Technical Bid)

Name of the contractor:	
Name of work :	
Tender Notice No & Date:	
Item No. :	
Details of DD/Cash paid for tender documents	
DD / Cash receipt No. (for EMD)	
DD / Cash receipt No. (for cost of tender documents)	
Particulars of experience/credentials:	
<p>Experience of having successfully completed similar works during last 7 years from the date of tender notice should be either of the following :</p> <p>a)Three similar completed works each costing not less than an amount equal to 40% of estimated value mentioned against each work in the tender notice OR</p> <p>b)Two similar completed works each costing not less than an amount equal to 50% estimated value mentioned against each work in the tender notice. OR</p> <p>c)One similar completed works each costing not less than an amount equal 80% estimated value mentioned against each work in the tender notice.</p>	
Average annual financial turn over during the last 3 years, ending 31 st March of the previous financial year, should be 30% of the estimated cost as mentioned against each work in this notice.	
BHEL reserves the right to go for reverse auction. All bidders must explicitly give their consent for reverse auction along with their technical bid. Modalities will be informed separately.	

ESI NO. (Copy to be enclosed)	
PF-CODE NO. (Copy to be enclosed)	
PAN NO. (in case not available, proof of having applied with acknowledgement from concerned authorities)	
Service Tax No.	
APGST/VAT/TIN NO. (in case applied for, proof of having applied with acknowledgement from concerned authorities).	

NOTE:

1. Tenders without PAN, PF No., APGST/VAT/TIN, Service Tax, etc will be rejected.
2. Technical-bids will be scrutinized on opening of Technical-bid. Incase the agency has not satisfied all the above conditions with documentary proof the offer will be rejected and price-bid will not be opened.
3. Incase of a registered firm, all the documents shall be in the name of the firm. However in case of sole proprietor or individuals, documents in favour of sole proprietor or individual is acceptable.
4. Tenderer presently working with BHEL R&D should submit requisite documents, even though such documents are submitted by them in previous contracts.
5. All the columns shall be filled with proper information.
6. The contractors are requested to sign on all pages in the documents.
7. BHEL R&D reserves the right to rejet or cancel the tender at any stage of the tender process without assigning any reasons thereof.
8. **Penalty:** Time is the essence of the contract, if the contractor fails to complete the work within stipulated time, the contract is liable to pay at a rate of 0.50 % of the contract value per week, subject to a maximum penalty of 10% of the contract value.

We/ I agree to above conditions and certify that the particulars given are correct.

Signature of Contractor

Seal

Date:

TENDER DOCUMENT

(Price bid 19 pages)

TENDER NOTICE .ELX/01/16-17 DATED : 27/05/2016
NO.

DATE & TIME OF CLOSING OF SALE OF TENDER DOCUMENTS **16/06/2016** 14 : 00 HRS

DATE & TIME OF SUBMISSION OF TENDER **17/06/2016** 14-30 HRS

DATE & TIME OF OPENING TENDER **17/06/2016** 14 : 45 HRS

COST OF TENDER DOCUMENT : Rs.300.00

EARNEST MONEY DEPOSIT (EMD): Rs.40,000.00

NAME OF WORK : Comprehensive Annual Maintenance Contract (multi-brand) for
Air conditioners and Water Coolers in BHEL R&D campus.

ISSUED TO: _____

DATE: -----

EMD PAID VIDE DD/ CR/ BC/ NO:

Rs:

TENDER POSITION:

CLX:

DATED:

FMX



**BHARAT HEAVY ELECTRICALS LTD
CORPORATE R&D, VIKASNAGAR,
HYDERABAD – 500 093.**

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ISSUING OFFICER



**BHARAT HEAVY ELECTRICALS LTD
CORPORATE R&D, VIKASNAGAR,
HYDERABAD – 500 093.**

TENDER NOTICE

1. NO.ELX/01/16-17 Dt.27/05/2016, Sealed Tenders are invited by AGM (PROJECTS), Bharat Heavy Electricals Ltd., Corporate Research & Development Division, Vikas Nagar, Hyderabad-93 (close to HAL Complex, Balanagar) up to 14-30 Hours on 17/06/2016 for the work of

**Comprehensive Annual Maintenance Contract (multi-brand) for Air
conditioners and Water Coolers in BHEL R&D campus.**

2. Tender forms and other particulars regarding the proposed work can be **obtained** at the office of the AGM (PROJ) on any working day from 9:00AM to 1:00 PM up to 16/06/2016 on payment of the prescribed sum of Rs.300.00 (Rs.Three hundred only) per set, not refundable.
3. The Tenders will be opened by the AGM (PROJ) Bharat Heavy Electricals Ltd., Corporate Research & Development Division on the date and at the place aforementioned. The Tenderers or their agents are expected to be present at the time of opening of the Tenders.
4. Tenders submitted shall be without any over writing or corrections. On opening the Tender BHEL shall attest over writings or corrections, if any, in the presence of the participant (parties) present at the time. The Tender should not be modified and shall be on prescribed form and obtained from the Office of the AGM (PROJ).
5. Tenders must be submitted in sealed covers (one for each bid) addressed to AGM (PROJ), Bharat Heavy Electricals Ltd, Corporate R&D, Vikasnagar, Hyderabad-500 093. The name of the Tender and the name of the work shall be indicated the top of the cover/envelop.
6. If the Tender is made by an individual, it shall be signed with his full name and address. In case of a private firm/company, empowered officer/ executive shall sign indicating his name, post and address. Documentary evidence shall be provided for his authority giving details of all the partners. If the tender is made by a corporation, it shall be signed by duly authorized Officer who shall produce satisfactory evidence of his authorization.
7. Each Tender must pay as Earnest Money, a sum of Rs.40,000/- (Rs. Forty thousand Only) as Earnest money deposit (EMD). The earnest money prescribed for this work may be offered in the form of a Pay order or demand Draft, drawn in favour of Account Officer BHEL R&D, Vikasnagar, Hyderabad -500 093.
8. The Earnest Money will be retained in the case of the successful tenderer and can be converted to part of security Deposit for the due performance of the contract. EMD and SD will not carry any interest. Deposits will be dealt with as provided in the conditions attached to the tender.
9. The Earnest Money will be refunded to the unsuccessful/ technically rejected tenderer after the intimation of rejection.
10. The tenderer shall make himself or his representative available at the office of the AGM (PROJ) for tender related clarifications as per written/oral intimation to him.
11. The successful tenderer shall make himself available at the office of AGM (PROJ.) for preparation of contract documents like contract agreement on written/oral intimation. Failure to do so shall entail forfeiture of the EMD.

12. EMD by the Tenderer will be forfeited as per Tender Document if:
13. After opening the tender, the revokes his tender within the validity period or increased his quoted rates.
14. The tenderer does not commence the work the period as per LOI/Contract. In case the LOI/contract is silent in this regard then within 15 days after award of contract.
15. EMD shall not carry any interest.
16. Tenderer shall pursue carefully the instructions provided in -Direction to Parties Tendering and the conditions of the agreement form and all other relevant documents before tendering rates for the work.
17. AGM (PROJECTS) reserves the right to reject any tender or part thereof or all the tenders without assigning any reasons thereof.
18. Tenders offering a percentage deduction or increase on the estimate amount and those not submitted in proper form or in due time will be rejected.
19. The offer shall be valid for a minimum period of 90 days from the date of opening of the tender.
20. Security Deposit shall be collected from the successful tenderer. The rate of Security Deposit will be as below.

Up to Rs. 10 lakhs	10%
Above Rs. 10 lakhs & up to Rs.50 Lakhs	Rs. 1 lakh + 7.5% of the amount exceeding Rs. 10 lakhs
Above Rs. 50 lakhs	Rs.4 lakhs + 5% of the amount exceeding Rs. 50 lakhs

21. The Security Deposit should be deposited before the start of the work by the contractor.
22. Security Deposit may be furnished in any one of the following forms.
 - a. Cash (as permissible under the Income Tax Act)
 - b. Pay Order, Demand Draft in favour of BHEL R&D.
 - c. Local cheques of schedule banks subject to realization.
 - d. Security available from Post Office such as National savings Certificate, Kissan Vikas Patras etc.
 - e. Bank Guarantee from schedules Banks/Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL R&D.
 - f. Fixed Deposit Receipt issued by scheduled Banks/Public Financial Institutions as defined in the companies Act. The FDR should be in the name of contractor, A/C BHEL R&D, duly discharge on the back.
 - g. Security Deposit can also be recovered at the rate 10% from the running bills. However in such cases at least 50% of the security deposit should be deposited before the start of the work and the balance 50% will be recovered from the running bills.

23. EMD of the successful tender shall be converted and adjusted against the security deposit.

Note: Acceptance of Security Deposit against Sl. No.(iv) and (vi) above will be adjusted to Hypothecation or endorsement on the documents in favour of BHEL R&D. However, BHEL R&D will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

Security Deposit shall be refundable to the contractor in accordance with the terms of the contract mentioned below.

The 50% Security Deposit will be released along with final bill, balance will be released after 12 (Twelve) Months maintenance period.

24. Rs.40,000/- (Rupees Forty thousand only) will be retained as EMD to keep the offer open for a period of 90 days from the date of opening of the tender; it being understood that the tender documents have been sold/issued to the tenderer and the tenderer is being permitted to Tender in consideration of the above stipulation on his part and that he shall not alter or modify the terms and conditions thereof in a manner not acceptable to AGM (PROJ.) Should the tenderer fail to observe or comply with the foregoing stipulation, the aforesaid amount of Rs.40,000/- (Rupees Forty thousand only) shall be liable to be forfeited.

25. The under signed reserves the right to reject any or all tenders or part there of or to divide the work in to convenient groups and award the work to more than one agency. The under signed also reserved the right to allow to public enterprises preference facilities as admissible under the existing policy.

26. BHEL reserves the right to go in for Reverse Auction. All bidders must explicitly give their consent for reverse auction along with their technical bid. Modalities will be informed separately.

ISSUING OFFICER

I/We agree to above term and conditions.

CONTRACTOR



BHARAT HEAVY ELECTRICALS LTD
CORPORATE R&D, VIKASNAGAR,
HYDERABAD – 500 093.

TENDER NOTICE NO: ETX/01/16-17 Dt. 27/05/2016

Sealed Tenders are invited by the AGM (PROJ.) from the reputed contractors experienced in similar work having valid PF No., IT, Service Tax, VAT/TIN, ESI, Labour License and registered with local PWD, CPWD, Railways, MES, BHEL, for the following works to be taken up at BHEL, Corp. R&D, Division, Vikasnagar, Hyderabad-500 093, so as to reach the AGM (PROJ.) Office, BHEL R&D Division, Vikasnagar, Hyderabad-500 093 up to 14-30 hours on the date mentioned against the Tender which will be opened on the same day at 14-45 hours in the tender room (SANGAM) near CTS building.

S. No	Description of Work	Estimated Value (Approx. Rs.Lakh)	EMD (Rs.)	Cost of Tender document Rs.	Period of sale of tender document	Date of tender opening	Period of completion
1	Comprehensive Annual Maintenance Contract (multi-brand) for Air conditioners and water coolers in BHEL R&D campus.	16.56	40,000/-	300/-	27/05/2016 to 16/06/2016	17/06/2016	12* Months
	Taxes as applicable						

* From the date of commencement of agreement.

Note:

1. Tenders received without EMD are liable for rejection.
2. Tender documents can be obtained, on the dates mentioned, from the office of the AGM (PROJ) BHEL (R&D) Division, Vikasnagar, Hyderabad - 500 093 during office hours on submission of application with proof of experience and copies of registration certificates, PF No. ESI, Sales Tax, service tax registration etc. Labour license shall be available and shall be produced prior to contract agreement.
3. The cost of tender documents will not be refunded and tenders are not transferable under any circumstances.
4. The under signed reserves the right to reject any or all tenders or part thereof or to divide the work in to convenient group and award the work to more than one agency. The under signed also reserves the right to allow to Public Enterprises preference facilities as admissible under the existing policy.
5. **Crossed demand drafts/Cash** for issue of tender documents shall be sent to the Accounts Officer, BHEL Corp. R&D Division, Vikasnagar, Hyderabad - 500 093. Cash may be remitted at our cash counter between 12.30 hours to 14.00 hours.
6. Contractors engaged at BHEL R&D shall pay Earnest Money Deposit. EMD will neither be adjusted against their pending bills nor be transferred from one work to the other.
7. The contract agreement will be in the form prescribed by BHEL R&D.
8. In case date of opening happens to be a holiday or Sunday, tenders will be received and opened on the next working day.

Sd/-
AGM (PROJECTS)

TENDERER AND CONTRACTOR'S CERTIFICATE

I / WE hereby declare that I have pursued in detail and examined closely the Central Public Works Department Detailed Standard Specifications and its addenda volume and also the BHEL General Conditions of Contract, I / WE agree to be bound by and comply with all specifications contained in CPWD Standard Specifications and BHEL General Conditions of Contract, for the various items of work specified in the "SCHEDULE - A" and the work as a whole.

I / WE hereby declare that I / WE shall pay the statutory minimum wages to my workers as applicable from time to time. I shall also adhere to all the statutory obligations under Contract labour (Regulation and Abolition) Act 1971 and Rules framed there under with subsequent revisions if any.

SIGNATURE OF CONTRACTOR(S)

Date:

SEAL:

DIRECTIONS TO PARTIES TENDERING

1. A list of materials proposed to be supplied by the BHEL along with the place and the prices at which they are proposed to be supplied is given in Schedule-B. TENDERER MUST ACCEPT THESE MATERIALS AT THE SPECIFIED PRICES AND QUOTE FOR FINISHED WORK ACCORDINGLY.
2. Any variation in market prices for these materials shall not change the agreed contract value.
3. In event of issue of materials, other than those specified in contract, by BHEL (for unforeseen reasons) at the request of the contractor for completion of the work, the materials would be charged at prevailing market value or at procurement price plus 12.5% handling charges whichever is higher.
4. Each tenderer must submit Annual IT -Return from income tax authority for past three years. In the case of proprietary or partnership firm it will be necessary to produce this certificate for the proprietor/s and for each of the partners as the case may be. All tenders received without a certificate as aforementioned will be summarily rejected.
5. Tenderer is expected to satisfy himself about the expected work, quantity and quality before quoting his rates by inspecting the site of the proposed work. He should also inspect the quarries and availability of materials. The best class of materials shall be used in proposed work. In every case, the materials must comply with the relevant standard specification. Samples of materials as called for in the standard specifications or in the tender notice or as required by the AGM (PROJ) shall be arranged by the tenderer. The material should be supplied to site after obtaining the approval from the Engineer In-charge. Attention of the contractor is directed towards the Standard 'Preliminary Specification' regarding payment of seignior age, tools etc.
6. The tenderer should quote his minimum rates for each item of the schedule (in Rupees and paisa). Specific rate for each item shall be offered. The rates shall not be mixed or compounded. The units and rates should be written both in words and figures. In case of differences between quoted rate in figures and words, the lowest rate will be considered.
7. The enclosures/schedule accompanying the tender shall be written legibly, in **English**. No over writing, correction shall be made on documents. Unavoidable correction should be made by crossing out the wrong information the corrections shall be endorsed and dated. Alteration without authentication by the tenderer in (i) the agreement form; (ii) the conditions of agreement and (iii) the drawing or specifications accompanying the same will not be recognized if corrected without endorsement. Any such alterations found in the tender shall disqualify the tender for acceptance.
8. The Tenderer shall not include any additional condition.
9. The Tenderer shall sign on each page of the tender schedule.
10. Rates quoted shall be firm throughout the period of contract.
11. Sub-contracting the work as a whole is not permitted.
12. The contractor should ensure HSE management and qualified, experienced site staffs are available at all times during working hours for proper supervision to maintain the quality.
13. Rates quoted shall be exclusive of applicable taxes, octroi, transport etc.
14. ALL taxes, octroi charges, transport etc shall be quoted separately.
15. BHEL's General Conditions of Contract as enclosed shall apply for this work.

16. Income Tax will be deducted as applicable.
17. Sales Tax will be deducted as applicable.
18. CESS or any other taxes at specified rates will be deducted as implemented by the State/Central Government from time to time.
19. Service tax, if applicable will be reimbursed on production of proof of payment.

ISSUING OFFICER

I/We agree to above term and conditions.

CONTRACTOR

DATE:

SEAL:

TENDER FOR THE WORK

I/We _____
Do hereby tender to execute works of the under mentioned description and in accordance with the conditions noted below in consideration of payment being made for the quantity of work actually executed at the respective rates specified in Schedule A hereto.

I/We hereby distinctly and expressly declare and acknowledge that before the submission of my/our tender Detailed Standard Specifications and the clauses of the Preliminary Specifications/BHEL General Conditions of Contract and that I/We have made such examination of the contract documents and of the specifications, etc., and of the location where the said work is to be done and such investigation of the work required to be done, and in regard to the material required to be furnished as to enable me/us thoroughly understand the intention of the same and the requirements, convenient agreements, stipulations and restrictions; and distinctly agree that I/We will not hereafter make any claim or demand upon the BHEL, based upon or arising out of any alleged misunderstanding or misconception or mistake on my/our part of the said requirements, convenient, agreements, stipulations, restrictions and conditions.

I/We enclose an income tax verification certificate _____
_____/_____
_____ I /We have already produced an income tax verification certificate during the current calendar year in respect of (here particular of the previous occasion on which the certificate was produced should be given). _____

I/We agree to keep the tender open for acceptance for Ninety (90) days from the date of submission thereof and not to make any modifications in its terms and conditions which are not acceptable to BHEL.

After the tender is accepted, if I/We fail to commence the execution of the works as provided in the conditions, I/We agree that BHEL shall without prejudice to any of their right or remedy, be at liberty to forfeit the said earnest money.

Signature of Contractor (S)
Address:

DATE :

SEAL:

AGREEMENT

M/s Bharat Heavy Electricals Limited (a Government of India Undertaking) a Company incorporated under the Companies Act, 1956, having its Registered Office at BHEL House, Siri Fort, New Delhi-110 049 through its Unit/Division at Corporate Research & Development Division, Vikasnagar, Hyderabad-500 093 hereinafter called "the Company" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns herein after called First Party) of one part and M/s _____ situated at _____ (here after called the contractor) of second part.

Whereas M/s Bharat Heavy Electricals Limited having placed Work order, vide LOI No. _____ (hereinafter called "Contract") for the work _____ at BHEL R&D Township, site at Vikasnagar, Hyderabad-93 of Bharat Heavy Electricals Limited, Corporate Research and Development Division, situated approximately 9 km west of Secunderabad City, more particularly described in the schedule including drawings and specifications attached herewith on M/s _____ (hereinafter called the "Contractor") and the said contract made for the above said work.

AND WHEREAS the contract inter-alia provides that the contractor furnish to the Company a sum of Rs. _____ (Rupees _____ only) towards Security Deposit for due and faithful performance of the contract in the form and manner specified therein.

And whereas the contractor has agreed to the retention by the first party of the Security Deposit of _____ Rs. _____ (Rs. _____ only) paid by him when he submitted his tender as part of the security for the due fulfillments of the contract to the satisfaction of the first party.

And whereas the contractor has agreed to execute upon and subject to the conditions set forth in standard specification indicated in Schedule-A and in the standard preliminary specifications and such other conditions as are contained in all the specifications forming part of this contract (hereinafter referred to as the said conditions), the work shown upon the drawings and described in the said specifications and set forth in Schedule-A.

Now these presents witness that in consideration of the "Schedule- A" as also of agreement of good and faithfully service to be rendered and performed by the contractor in the execution of the said work, subject to the stipulations hereinafter expressed.

Now it is hereby agreed as follows:

1. That the contract shall come into force with effect from _____ the date on which the site or premises was handed over to the contractor.
2. That it is agreed between the parties that the non-exercise of any of the powers conferred on the authorities of the first party, will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the contractor either of part or future compensation shall remain unaffected.
3. That notwithstanding any thing mentioned earlier by either party, only the conditions included in the NIT and Agreement shall prevail.

BHEL Corporate R&D Division						
(Projects - Electrical Department)						
Price Bid Format						
Schedule A (Annexure – A)						
Deatails of Air Conditions & Water Coolers are given below:-						
(Makes are Voltas,Blue Star,Carrier,Daikin & others)						
Sl.No.	CAPACITY	Total	Unit	Rate per unit / per year	Rate in figures / words	Amount
1	1.0 TR Window AC	3	Each			
2	1.5 TR Window AC	175	Each			
3	1.5 TR Split AC	134	Each			
4	2.0 TR Split AC	90	Each			
5	3.0 TR Split AC	54	Each			
6	5.8 Ductable AC	5	Each			
7	3.7 Split AC	2	Each			
8	2.2 Split AC	3	Each			
9	SR-100 WC	19	Each			
10	SR-144 WC	5	Each			
11	SR 400 WC	2	Each			
12	SR 800 WC	3	Each			
13	SR 40/40 WC	2	Each			
14	SR 80/80 WC	2	Each			
		Water Coolers	33	Grand Total		
		Air Conditioners	466			

Signature of the Contractor

Job Description and Terms & Conditions of the AMC

1. DURATION OF CONTRACT:

The contract is for a period of One (1) year from the Date of agreement.

EQUIPMENTS COVERED UNDER THE CONTRACT

a) 1.0 Tr Window ACS	3 Nos.
b) 1.5 Tr Window ACS	175 Nos.
c) 1.5 Tr Split ACS	134 Nos
d) 2.0 Tr Split ACS	90 Nos.
e) 3.0 Tr Split ACS	64 Nos.
f) 5.8 Tr Ductable Acs	5 Nos.
g) 3.7 Tr Split	2 Nos.
h) 2.2 Tr Split ACS	3 Nos.
i) Water Coolers	33 Nos.

The machines are of Voltas, Bluestar, Carrier, Daikin & other makes.

2. JOB REQUIREMENTS AND RESPONSIBILITIES OF CONTRACTOR:

The contractors shall attend as detailed below including inspection, supervision and maintaining the standard and quality of the units.

- a. Breakdown calls directly received from In charge/from their representatives during working hours, i.e. from 8.00 a.m. to 4.30 p.m. on week days of BHEL R&D and on extraordinary emergencies after office hours should be recorded and attended.
- b. After the unit is removed from site and carried to workshop the safe custody including transporting from site and returning to its location is the sole responsibility of the contractor.
- c. Quarterly inspection / service of all the units under contract and to attend necessary repairs, like oiling of fan motor, cleaning of air filter and front panel as per agreement schedule by the In charge and to the satisfaction of user/section In charge.
- d. Annual overhauling / servicing including cleaning, washing, replacement of damaged parts, including outer cover painting, required testing and commissioning after installation at site. This annual servicing will be attended during off season as per schedule agreed by the In charge.
- e. Sufficient number of qualified, trained and experienced **Supervisor (One) , Technicians (Two) and Helpers (Four)** be made available at Bharat Heavy Electricals Limited, Corporate R&D Division, Vikasnagar, Hyderabad to attend and supervise the contract works promptly to the satisfactory level.
- f. Spare parts required for maintenance shall be provided by the successful tenderer at no extra cost.
- g. Stabilizer, remote and remote sensor shall have to be repaired and required spares be supplied at no extra cost.

- h. In case of shifting of Split ACs, if any, the refrigerant charging cost only shall be borne by BHEL.

3. PREVENTIVE MAINTENANCE SCHEDULE FOR THE MAINTENANCE OF WINDOW AIRCONDITIONERS AND SPLIT AIR COONDITIONERS AND WATER COOLERS UNDER ALL INCLUSIVE MAINTENANCE SERVICE CONTRACT

Quarterly: Removal of the unit to Service cleaning, washing, fabrication works, replacement of damaged parts, including out cover complete testing and commissioning after installation at site. This is to keep-up the life of the equipment.

Yearly: Removal of the unit to Service station, cleaning, washing, replacement of damaged parts, complete painting including outer enclosure, if required, testing and commissioning after Installation at site. This is to keep up the life of the equipment.

4. DEFINITIONS:

Contract means- Labour contract for the maintenance and servicing / overhauling and repairs of split air conditioners, window air conditioners and water coolers including the supply of spares. Grill & Plastic filter will be if required shall be provided by BHEL. This agreement including the responsibility for proper working, upkeep and security of these equipments which are handed over to the contractor for necessary maintenance/ servicing/overhauling and repairs under this contract.

5. INCLUSION/EXCLUSION OF UNITS

- a) The models which are covered under this contract and units which would be expiring warranty during this contract period will be automatically covered under this contract immediately after expiry of guarantee period
- b) The rates for such units will be paid on **pro-rata** basis in this contract.
- c) Any unit(s) covered under this contract shall be subjected for withdrawal from the purview of this Contract which will be intimated to the contractor in writing by the In charge and payments will be adjusted accordingly.

6. RECORD KEEPING:

Contractor shall maintain the following records:

- a) Record of daily breakdown calls and shall submit the completion report to the In-charge every day.
- b) Record of replacement of spares, compressor, fan motors, gas, miscellaneous items during maintenance/ servicing/overhauling by unit-wise, including workshop maintenance. This shall be in the service records in a register.
- c) Record of idle hours of unit i.e., date of receipt in workshop and date of delivery after repairs unit-wise.
- d) Record of satisfactory repairs of units. Each repaired unit will be inspected by the In-charge and to be approved and recorded.

- e) All the above records shall be maintained as per the approval of the In-charge and shall be submitted for inspection as and when desired by the In charge or any other Competent Co-Officer of BHEL Corporate R&D Hyderabad.

7. ETCETRA:

- a) The contactor shall be responsible to make good and remedy at his own expense any defect which may develop or may be noticed within the maintenance period.
- b) The contractor shall be responsible for care and safe custody of BHEL's property.
- c) No work under this work order shall be assigned or Sub-let without the previous written approval of BHEL.
- d) Any point not covered in the agreement, if comes up, will be mutually, solved in the best interest of the work.

8. PENALTY CLAUSE:

- a) Minor complaints should be resolved within four (4) hours and major complaints should be resolved within two (2) days from the date of their lodgment. If any complaint remains unresolved for more than two (2) days from the date of their lodgment, then a penalty of Rs.500.00 per day per pending complaint shall be imposed and recovered from the next quarterly bill.
- b) All tools & tackles required for maintenance work shall have to be provided by the successful tenderer at no extra cost.
- c) Any machine damaged due to mishandling by the person deputed by the vendor shall have to be resorted back to its original condition by the vendor at their own cost. Any damage caused due to fire, flooding, short circuiting or any natural calamity shall be borne by the vendor only. In such cases, the vendor shall replace the machines if destroyed beyond recovery and repaired if damaged within a period of 07 (seven) days from the date of intimation from BHEL. Beyond this time of 07 (seven) days, penalty shall be imposed on the vendor, as per Clause No. 8.
- d) The successful tenderer shall indemnify BHEL against any compensation that may arise out of any injury or death to any person deputed by the successful tenderer.
- e) The successful tenderer should comply with all statutory requirements applicable for this contract. The successful tenderer shall pay minimum wages applicable or more to their workforce deployed for execution of work. The successful tenderer shall also ensure compliance of PF Act & ESI Act for their workforce deployed for execution of work. BHEL shall not be responsible for any liability with respect to non-compliance of any statutory requirement by the successful tenderer.

- 9. Payment Terms:** The quantity mentioned in Annexure-A is indicative only. However, the payment shall be made for the actual quantity of work done at the quoted unit rates for all the items. The payment shall be made quarterly after deducting TDS. The release of payment will be made (at beginning of next quarter) on the basis of satisfactory performance.

- 10. Security Deposit:** Security deposit should be deposited by the successful tenderer. The rate of security deposit shall be as follows:
- a) 10% of Contract value, if contract value is less than Rs.10.0 lacs.
 - b) Rs. 1.0 lakh plus 7.5% of the amount exceeding Rs. 10.0 lacs, if contract value is more than Rs. 10.0 lacs.
11. The prospective bidder may visit the premises / locations on any working day with prior permission before closing date (17/6/2016) for submission of the offer.

SPECIAL CONDITIONS OF CONTRACT

- 1 THAT the contractor shall undertake to maintain the following registers as per prescribed Proforma
 - 1.1 Register of workmen (Form xiii)
 - 1.2 Muster Roll (Form xvi)
 - 1.3 Wages Register (Form xvii)
 - 1.4 Leave Register
 - 1.5 Register of Over time and deductions

- 2 THAT the company after proper checking of the bills submitted by the said contractor will pay to him during the progress of the said work, at the said contract rates and agreed terms of payment, a sum as determined by the company in respect of the work executed by the contractor.

- 3 THAT the contract shall come into force with retrospective effect from the date on which the letter accepting the tender (letter of Intent) has been communicated to the said contractor.

- 4 THAT whenever under this contract or otherwise any sum of money shall be recoverable from or payable by the contractor the same may be deducted in the manner as set out in the conditions of contract as aforesaid.

- 5 THAT all charges on account of Octroi, Terminal and Sales-Tax other duties on materials obtained for the works shall be borne by the said contractor.

- 5.1 It is also agreed between parties that the second party to the contract will ensure adherence to all statutory requirements under the State Rules in respect of service conditions for the employment of contract labour. The second party also hereby undertakes to get himself licensed from the appropriate authority as a contractor in accordance with A.P. Contract Labour (R&A) Rules, 1971. It is understood by the second party that for this agreement to be effective, the prime condition is his fulfilling the condition being licensed as a contractor under the state Legislation and the continuance of the agreement is subject to his sustained assurance of the agreement is subject to his sustained endurance of fulfillment of all statutory requirements including those contained in Labour Commissioner's Notification No.8385/79 in respect of employment conditions for contract labour and payment of wages as specified by the State Government. Further as and when there are changes in the service conditions/wages rates for contract labour, as notified by the State Labour Department, the same will be implemented even if the said modification is given at any time after the conclusion of the Agreement. Any violation in respect of observance of statutory requirement under the contract Labour (Regulation and Abolition) Act 1970, will make the Agreement liable for immediate termination in regard to paid holidays, the contractor will observe BHEL list of holidays as notified from time to time.

- 5.2 The Contractor shall ensure abidance by all the labour laws especially including contract Labour (R&A) Act, payment of wages, Workmen's Compensation Act, Minimum wages Act, as amended from time to time.

- 5.3 The contractor will obtain a separate provident fund code for his establishment and ensure implementation of provident fund Act in the case of all eligible employees and in the process shall conform to all the stipulated conditions under the PF Act and rules framed there under.

- 5.4 Notwithstanding clause (c) above in case of any financial loss incurred by the company on account of the contravention of the provident fund regulations or any regulation of rules touching the same by the contractor, the contractor shall undertake to indemnify the company to the extent of the loss incurred by the company.

- 6 THAT the contractor shall be **solely responsible for the safety** and good conduct of the staff employed/ deputed by him at site. BHEL shall not have any obligation toward compensation or otherwise towards any incident, mishap etc.
- 7 THAT it is agreed between the parties that the non-exercise of any of the powers conferred on the Authorities of the company, will not in any manner constitute waiver of the conditions here to contained in those presents and the liability of the said contractor either of past or future compensation shall remain unaffected.
- 8 Any claim or dispute arising under the terms of this document shall only be enforced or settled at any courts located at Hyderabad / Secunderabad / Rangareddy only.
- 9 THAT the expression BHEL wherever occurring means THE BHARAT HEAVY ELECTRICALS LIMITED, Corporate R&D Division Hyderabad-500 093 (Andhra Pradesh)

CONTRACTOR (S)

ACCEPTING OFFICER