

Electronics Division, Mysore Road, Bangalore – 560 026.

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

Tender Document

Name of the work:

Non Comprehensive AMC for Material Handling Equipments.

Phone: 080-26998902

Email: ksmurthy@bheledn.co.in

Tender Opening Date: 01.09.2017

This Tender document contains 27 pages

CONTRACTOR 1 ISSUING OFFICER





Phone:080-26998902 ksmurthy@bheledn.co.in

NOTICE INVITING TENDERS

Tender Reference : FS/PMG/AMC/MHE/ 2017-19 dated 12.08.2017
 Name of the work : Non Comprehensive AMC for Material Handling Equipments

03. Period of contract : 02 Years

04. Estimated Cost (Excluding GST) : Rs.10.8 Lakhs (For two years)

05. Earnest Money Deposit : Rs.28,320/-

06. Last Date & Time for the : Before 1.00 PM on FRIDAY-01.09.2017

Receipt of Completed Tender.

07. Date & Time for : **At 1.30 PM on FRIDAY-01.09.2017**

Tender Opening (Technical Bid)

08. Place of submission of completed Tender: Tender document shall be dropped at

FS&T tender box No.7 kept at Reception, BHEL, Electronics Division,

Mysore Road, Bangalore -26.

This tender document contains 27 pages including the following.

I. Technical Bid : Page Numbers from 1 - 26 (PART - I)

a) Technical-cum-commercial Bid

- b) Essential Criteria for Techno-Commercial Acceptance of Bid
- c) Other conditions
- d) Instructions to tenderers
- e) Scope of Work
- f) Format for Technical & Commercial terms Annexure -I

II. Price Bid –Annexure-II : Page Number- 27 (PART - II)

Note: 1. The tenderer shall read the tender documents carefully and fill all the columns neatly. Incomplete tenders will be rejected.

- 2. The tenderer shall return the duly filled in tender document after affixing signature and seal on all pages.
- 3. The Tenderers shall ensure and put "Technical cum Commercial bid (Part I)" and "Instructions to Tenderers" together in one cover along with EMD DD or Pay order. (Page 1 to 26).

and "Price bid (Part – II)" in a separate cover. (Page 27).

Both these covers shall be separately sealed and then put together in a single (MAIN) cover and sealed. All the sealed covers shall be properly identified with necessary information such as Tender reference, type of document put inside, date of tender opening to enable to open the correct document cover only.

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PART - I

a) <u>TECHNICAL-CUM-COMMERCIAL BID</u> (To be furnished by the Bidder)

Name of work: Non Comprehensive AMC for Material Handling Equipments

Tender Ref : FS/PMG/AMC/MHE /2017-19 dated 12.08.2017

Information Part:

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

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

S.N	Particulars	To be filled by Bidder
1.0	Experience Certificate for successfully completed similar	
	works during immediate last 7 years as mentioned below:	
	(Similar work means Non comprehensive AMC works for	
	Material Handling Equipments)	
	One work not less than Rs.11.35 lakh	
	Two works of not less than Rs.7.1 lakh	
	Three works of not less than Rs.5.7 lakh	
	(Copy of performance report from the organization where	
	the work is executed is to be enclosed. Submission of	
	Work Order copy is not adequate)	
	The average financial turnover of the bidder during the	
0.0	last three years ending 31st March of the previous	
2.0	financial year, should be at least 30 % of the estimated	
	value indicated in the NIT (Documentary proof to be enclosed)	
3.0	Whether Registered with PF	Yes / No
3.1	If Yes, indicate PF Registration No.	
0.1		
3.2	Copy of last month PF contribution paid receipt to be	Enclosed / Not enclosed
	enclosed	
3.3	If No, Is the tenderer willing to register with the PF authorities before commencement of work if becomes L1	Yes / No
3.3	and awarded work order.	res / No
4.0	Whether Registered with ESI	Yes / No
	If Yes, indicate ESI Registration No.	1007110
4.1	res, maisais _e, region and received	
4.2	Copy of last month ESI contribution paid receipt to be	Enclosed / Not enclosed
4.∠	enclosed	Endosed / Not endosed
	If No, Is the tenderer willing to register with the ESI	
4.3	authorities before commencement of work if becomes L1	Yes / No
	and awarded work order .	
5.0	Security Deposit Clause as per NIT	Acceptable / Not Acceptable
	The bidder should have office in Bangalore with land line	
6.0	/ mobile telephone and E-mail for emergency contact.	
	Please provide address, Phone numbers & E-mail ID.	
7.0	PAN No. of Tenderer (Copy of the same to be enclosed)	
	If any of the above mentioned criteria is not met the hid will	

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

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c: Other Conditions:

1.0	Form of EMD furnished (Cheque is not acceptable)	DD / Pay Order
1.1	DD Particulars	
2.0	General Conditions of Contract & NIT	Acceptable / Not Acceptable
3.0	Contract period mentioned in NIT	Acceptable / Not Acceptable
4.0	Payment Terms defined in NIT	Acceptable / Not Acceptable
5.0	GSTIN Number	
	Enclose Copy of GSTIN	
6.0	SAC Number (Service Account Code)	
7.0	If not registered, undertaking to be submitted that contractor will register and furnish copy of certificate, before submitting the first bill	Acceptable/ Not Acceptable
8.0	Taxes quoted in price Bid . Tick as applicable with %	IGST Or SGST + CGST Or UTGST + CGST

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d) INSTRUCTIONS TO TENDERERS

Name of work: Non Comprehensive AMC for Material Handling Equipments.

- 1. Sealed Tenders for the above noted works are hereby invited from Contractors experienced in works of similar kind and magnitude.
- 2. Tenders should be addressed to AGM (FS & I), Electronics Division, Bharat Heavy Electricals Limited, Mysore Road, Bangalore 560 026. The full name and address of the tenderer, name of the work and the date of opening should be indicated on the cover.
- 2.1 The local address of the Contractor, the name of the person to whom all the correspondence are to be addressed should be indicated with telephone number (both office and residence), FAX /e-mail address, Mobile phone No. etc..
- All entries in the tender documents should be in the same ink. Erasures and over writing are not permitted. The tenderer concerned with proper indication of the name, designation and address of the person signing should duly sign all cancellations and insertions.
- 4. Tenderers shall fill in all the required particulars in the blank spaces provided for this purpose in the tender documents and also sign each and every page of the tender document including the drawings (wherever applicable) attached there to before submitting tender.
- 5. Unit rates should be quoted in figures as well as in words in Indian Currency only i..e. Rupees and Paise with reference to each item and for all the items shown in the attached schedule. The tenderers shall fill amount of each item and the total on each sheet as also the grand total amount of the whole contract.
- 6. In case the rate quoted in figures differs from those quoted in words, the lower of the rates will be taken as the tendered rate and shall be binding on the tenderers.
- 7. In quoting their rates, the tenderers are advised to take into account all factors including any fluctuations in market rates. No claim for enhanced rates will be entertained on this account after acceptance of the tender or during the currency of the contract. The changes in GST rates due to statutory amendment of GST ACT during the course of contract will be paid as applicable.

8. Goods and Services Tax (GST):

- 8.1 BHEL EDN GSTIN number is 29AAACB4146P1ZB. All invoices to contain BHEL GSTIN No.
- 8.2 The Bidder shall mention his GSTIN number in all quotations and Invoices submitted.
- 8.3 The Bidder shall also mention HSN (Harmonised System of Nomenclature) / SAC (Services Accounting Code) mandatorily in all quotations and invoices submitted.

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- 8.4 Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTN registration number, invoice number, quantity, rate, value, taxes with nomenclature CGST, SGST, UGST,IGST mentioned separately, HSN Code / SAC Code etc. Invoice should be submitted in original for buyer plus duplicate copy.
- 8.5 Payment of GST to Bidder will be made only if it is matching with data uploaded by the Bidder.
- 8.6 Bidders to give undertaking that GST as mentioned in the Invoice has been paid either through cash or admissible input credit and also filed the returns at the time of submission of invoice.
- 8.7 For invoices paid on Reverse charge basis "Tax payable on reverse charge basis" to be mentioned on the invoice.
- 8.8 In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount will be recoverable from vendor alongwith interest levied/leviable on BHEL.
- 8.9 In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law will be recoverable from vendor/contractor along with interest lyied/leviable on BHEL.
- 9 (a) The rates quoted in the tender shall remain valid for a period of 'THREE MONTHS' from the date of opening of tender.
 - (b) Tenderer shall not increase their quoted rates, once the tenderer has submitted his quotation and during execution of the contract in case his tender is accepted.
- 10 Quantities shown in the attached schedule are only approximate and are liable to variation without entitling the Contractor to any compensation, provided the total value of the contract does not vary by more than 20 % (twenty percent).
- 11 Before tendering, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions, position of materials and labour. They should be well versed with BHEL General Conditions of Contract, Instructions to tenderers, drawing wherever applicable and specifications and all other documents which form part of the agreement to be entered into subsequent to award of work. The tenderers shall specially note that it is the tenderer's responsibility to provide any item which is not specially mentioned in the specification or drawing, but which is necessary to complete the work.
- 12 Details and quantities of each item of work shown in the "Bill of Quantities" attached here to be only approximate. They are given as a guide for the purpose of tendering only and are liable to variation and alteration at the discretion of the competent authority. The work under each item as executed shall be measured and priced at the corresponding rates to be quoted by the contractor in the Bill of Quantities attached here to.
- 13 Should a tenderer find discrepancies or omissions in the drawings wherever applicable / Specifications / Scope of work / Terms & Conditions attached to the tender documents or should be in doubt as to their meaning, he should at once address to the authority inviting the tender for clarifications.

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

- 14 In the event of tender being submitted by a firm, the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of Attorney on behalf of the firm concerned. In the latter case, a copy of the power of attorney duly attested by a Gazetted officer must accompany the tender.
- 15 In case, the date of tender opening falls on Holiday, the tender will be opened on the next working day.
- 16 The EMD may be submitted in following forms:
 - a) Electronics fund transfer credited in BHEL account. (before tender opening only)

The link to make EMD payment is given below.

https://www.onlinesbi.com/preloging/icollecthome.htm?corpID=5083
Onlinesbi.com-> State Bank Collect -> Karnataka -> Industry -> Bharat Heavy Electricals Ltd. -> Others
Further to select payment nature and proceed as per the screen message.

- b) Banker's Cheque/ Pay Order/ Demand Draft In favour of BHEL (along with offer.)
- MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity(Five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate(Format enclosed at Annexure -1(Refer Page No.25) where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year(latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening(Part 1 incase of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.
- 18 Unless the Contractor whose tender is accepted signs the contract agreement within fifteen days (15 days) of the date of the order directing him to do so, the amount of Earnest Money already deposited by him may be forfeited and acceptance of his tender withdrawn.
- 19 If, after opening of tenders, a tenderer revokes his tender or increases his earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the instructions of Engineer-in-charge, the Earnest Money Deposited by him will be forfeited and acceptance of his tender withdrawn. If only a part of the work included in the tender had been awarded to the tenderer, the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.
- 20 BHARAT HEAVY ELECTRICALS LIMITED reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason

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thereof. In the case of acceptance of a part of tender, the time for completion may also be reduced to the extent considered appropriate by the accepting authority.

- 21 Conditional and unsigned tenders, tenders containing absurd rates and amounts, tenders which are incomplete or otherwise considered defective, tenders which are not in accordance with the tender conditions laid down by the Accepting Officer and tenders not submitted in the prescribed forms are liable to be rejected.
- 22 The tenders should be accompanied by a list of contracts already held by the Contractor at the time of submitting the tender and giving the following particulars:
 - (a) Name of work, value and address.
 - (b) The balance work remaining to be done on the same.
- 25. Tenders submitted by post should be sent by "Registered Post with Acknowledgement due". These should be posted with due consideration for any delay in postal delivery. Tenders received after the due date of opening of tenders are liable to be rejected.
- 26. The Contractor's responsibility under this contract shall commence from the date of receipt of the order or acceptance of his tender.

26. Fraud Prevention Policy:

"The Bidder along with its associate/Collaborators/Sub-Contractors/sub-Vendors/Consultants/Service Providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL Website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."

- 27. If a tenderer expires after the submission of his tender or after the acceptance of his tender, BHEL may, at their discretion, cancel such tender. If a partner of the firm expires after the submission of the Tender, after the acceptance of the Tender, BHEL may cancel such Tender at the discretion unless the firm retains its character (s).
- 28. BHARAT HEAVY ELECTRICALS LIMITED will not be bound by any power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. They may however, recognise such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- 29. If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage. Further the tenderer will be liable for any damage caused.
- 30. Words imparting the singular number shall be deemed to include the plural number and vice-versa where the context so requires.
- 31. The General and Special Conditions of Contract are complementary to each other and where they are in conflict, the special condition shall prevail.
- 32. Any covering letter and comments of the Contractor should be submitted in duplicate along with the offer.

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- 33. The Contractor shall provide all the materials needed for trial run, testing including chemicals, consumables etc which are not covered in the Price Bid.. In quoting their rates, the Contractors are advised to take into account the cost of the above materials.
- 34. Should a tenderer or a contractor on the list of approved contractors have a relative or in the case of firm or Company of Contractors any of its share holder's relative is employed in a Gazetted Capacity in the Electronics Division of Bharat Heavy Electricals Limited, Bangalore 26, the authority inviting tenders shall be informed of this fact at the time of submission of the tender, failing which tender may be disqualified or if such a fact subsequently come to light, the relevant provisions of the General Conditions of Contract will apply.
- 35. These 'INSTRUCTIONS TO TENDERERS' & 'GENERAL CONDITIONS OF CONTRACT OF BHEL' shall be deemed to form an integral part of the contract agreement for the work to be entered into. In cases of variation between the two in any matter, the conditions in the 'THE INSTRUCTIONS TO TENDERERS' shall prevail. Extracts of some of the important clauses of BHEL G.C.C are enclosed (Annexure containing extracts of clauses 20, 38(Deleted) and 58 of BHEL GCC). The contractor has to obtain, at his cost, a copy of the BHEL GCC, scrutinise the same, and when submitting his tender, indicate his acceptance of BHEL GCC in the proforma enclosed at Annexure B.
- 36 The Contractor shall comply with the provision of Employees Provident Fund and Miscellaneous Provisions Act 1952 and rules, regulations and other orders issued there under. He, as an employer, shall be liable to pay employer's contribution/deductions towards PF under the PF Act in respect of all labour employed by him, for the execution of the contract in accordance with the provisions of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 as amended from time to time. For this purpose he shall indicate the code number obtained from the Regional Provident Fund Commissioner or he should obtain a code number if he has not and produce the Photostat copy of the challan / receipt of monthly remittance of the contribution made by him to the PF Commissioner. Final payments due to him will be released only on production of a "No due certificate" from the Regional Provident Fund Commissioner wherever applicable. He shall also furnish such returns as are due, under the Act, to be sent to the appropriate authorities through the Principal Employer".
- 37 The Contractor should get himself registered with the E.S.I. Authorities as an independent Employer, obtain a separate code number and remit the dues in respect of the labour employed by him for the work and produce the Challans / Receipts of remittance of the ESI contributions due under the E.S.I. Act to the Company authorities. He shall also furnish such returns, as are due, under the Act, to be sent to the appropriate authorities through the Principal Employer.
- If any action is brought in by P.F. Commissioner/ESI authorities on BHEL for the work done by the Contractor for his labourers regarding PF/ESI amount due, short remittances, non remittances etc., the Contractor shall defend the case on behalf of BHEL and/or reimburse BHEL the expenses so incurred.
- If applicable, the Contractor shall apply and obtain license under Contract labour (R&A) Act 1970 and comply with the relevant provisions of this Act in respect of the labour employed by him for executing this contract. The Contractor shall furnish necessary returns to the authority through the Principal Employer.

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- 40 If applicable, the Contractor shall insure all his labourers and materials. Any claim by his employees for the damages shall be settled by the contractor even action is against BHEL or to reimburse the legal expenses incurred by BHEL
- Any action brought in by anybody on BHEL regarding patent, right etc., used by contractor in execution of work shall be defended by the contractor and /or reimburse to BHEL the cost of the same.
- Contractor shall produce necessary records, documents, explanation whenever he is called upon to do, by any Government. Agencies like ESI, PF, VIGILANCE etc.,

43 **TERMS OF PAYMENT**:

Payment will be made on quarterly basis against your invoice after satisfactory Services of each quarter along with submission of Service reports ,ESI,PF –ECR and Challan copy of each month and to follow Karnataka State Minimum wages for payment of ESI and PF. HR formats needs to be filled during submitting the invoice. Bills shall be forwarded to HR department for verification and after certification it shall be sent to Finance for payment process. The payment shall be made through EFT. Payment shall be made on PRORATA basis.

The INVOICES shall be submitted in "TRIPLICATE".

Timely submission of invoices along with relevant documents is the responsibility of the vendor.

44 SECURITY DEPOSIT

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

- Security deposit may be furnished in any one of the following forms
 - I. Cash (as permissible under the Income Tax Act)
 - II. Local Cheques of scheduled Banks (subject to realization)/Pay Order/ Demand Draft /Electronic Fund Transfer in favour of BHEL
 - III. Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back)
 - IV. Bank Guarantee from scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
 - V. Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C. BHEL, duly discharged on the back.
 - VI. Security Deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of Security Deposit shall be

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deposited before start of the work and the balance 50% may be recovered from the running bills.

- VII. EMD of the successful tenderer shall be converted and adjusted against the security deposit.
- VIII. The Security deposit shall not carry any interest.

NOTE: Acceptance of Security Deposit against SI. No. (iii) and (v) above will subject to hypothecation or endorsement on the document in favour of BHEL-EDN. However, BHEL will not be liable or responsible in any matter for the collection of interest or renewal of the documents or in any other matter connected therewith.

e) **SCOPE OF WORK:** Non Comprehensive AMC for Material handling equipment.

This service contract is for Maintenance of Material Handling Equipments such as Hydraulic hand Pallet truck, Battery operated Pallet trucks, Stackers, Platform trucks, Jowalks, Floor crane, Capacitor loading trolley, & Scissors lift of various makes such as Macneill, FTS, Josts, Maini, Acer, Jaldooth, Macrotech, Baka, Puma, Ferro, Neelkamal& Crown etc. The scope of works involved in the maintenance of the equipment, the terms and conditions are given below.

- 1. The Annexure-II gives the category & quantity of equipment.
- 2. Your quotation must be for individual group as mentioned in Annexure-II for the following works.
- 3. This Non Comprehensive AMC is for **service only**, excluding spares.
- 4. Preventive maintenance shall have to be carried out once in a quarter. Schedule to be drawn up in concurrence with the executive in charge before start of the services.
- 5. All breakdowns (Minor or Major) have to be attended within 24 hours from the time of intimation about the breakdowns to you and set right the equipment to working condition immediately. All Breakdowns calls have to be attended to as a part of this contract at no extra charge. Service report shall be furnished after completion of breakdown service.

6. Details of work are as follows:-

This job is for maintenance of all the listed Material Handling Equipments and to keep them in sound working condition for maximum availability by carrying out the following:-

- 6.1 To prepare the detail schedule of preventive maintenance and checklist of activities for different types of equipments
- 6.2. PM schedule of all equipment shall be evenly spread over the period of three months of particular quarter to ensure smooth production activities.
- 6.3 To carryout periodical (quarterly preventive maintenance) of the equipments, batteries and battery chargers, as per schedule.

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- 6.4 To carry out overall servicing of each equipment including battery and battery charger before subjecting to annual examination and testing by competent person as per the factory rules annually.
- 6.5 To co-ordinate with the competent person authorized by Director of Factories &Boilers in carrying out annual examination and testing of the equipments.
- 6.6 To attend to the observations / point suggested by the competent personal at the time of annual examination.
- 6.7 Periodical cleaning of all equipments / batteries and battery chargers is to be carried out.
- 6.8 To prepare and submit the list of spares required for the maintenance work of the equipments.
- 6.9 A sticker bearing "service done on" and "next due on" shall be fixed to the equipment after each PM service and a sticker bearing "load test done on", "SWL", "next due on" shall be fixed to the equipment after each load test. Stickers will be provided by BHEL.
- 7. To carryout Breakdown Maintenance of all the Material Handling Equipments, including batteries and battery chargers.
- 7.1 The breakdown complaints received from various departments on day to day basis should be attended and the equipments to be repaired and put back the equipment for working condition with less down time.
- 7.2 Register to be maintained for entering the details of complaints received, work carried out items replaced and completion time. Acknowledgement is to be taken on each complaint after completion from the user.
- 7.3 Any component to be replaced will be supplied by BHEL.
- 7.4 Any major repair such as welding, machining grinding, battery cell replacement, battery terminal built up, initial filling & charging of dry batteries and battery charger transformer winding and motor winding to be taken up with prior approval, the cost for the above work will be applicable extra, on case to case basis.
- 7.5 Reconditioning / modification / up gradation of the equipments to be taken only with prior permission of the executive in charge.
- 8. Your personnel attending to preventive maintenance and breakdown maintenance works have to report to the executive in charge of FS before start and after the completion of the work and submit servicereports.
- 9. Check lists (Suitably designed for our equipment) for preventive maintenance and suitable format for breakdown maintenance has to be submitted to executive in charge after the completion of the works.
- 10. Spare parts requirement is to be brought to the knowledge of executive in charge then and there. If the spares are not available in our stock, the same may be supplied against our approval and the cost of spares will be paid extra.

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TOOLS AND TACKLES:

All the necessary Tools, Tackles and Measuring Instruments required during preventive Maintenance works/Breakdown Maintenance works/Overhauling works/While conducting tests are to be arranged from your end as and when required at no extra cost.

V) **GENERAL**:

- Returnable materials such as tools, equipments and replacement spares etc brought inside our premises shall be entered at our check post to enable you to take them back after the completion of works.
- 2) All the materials such as spares/consumables etc required for service /maintenance work shall be brought with necessary delivery challans duly Endorsed by our security at the material gate and hand over to us.
- 3) Your service personnel have to report to the Executive In charge/Supervisor in charge immediately after entering into our factory premises and before taking up any service /repair works.
- 4) Quarterly analysis of the breakdowns data / service reports to be made and a separate report to be furnished.

Annexure – I f) Format for Technical & Commercial terms

Sub: Non Comprehensive AMC for Material Handling Equipments.

SI.	Description	Agreed / Yes	Not
No.			agreed / No
1	The period of contract is two years. However BHEL reserves the right to terminate the contract at any time if performance is		
	not satisfactory		
2	The EMD in the form of DD drawn in favour of "Bharat Heavy Electricals Limited, Electronics Division" shall be enclosed along with Technical Bid only		
3	The tenderer shall have experience of successfully completed similar works (Similar work means maintenance of Material Handling Equipment such as Hydraulic hand pallet trucks, Battery operated Pallet trucks, Plat form trucks, Jowalk trucks, Stackers trucks including Batteries & battery chargers. Supporting documents of work orders/completion certificates for completed works from the present/ previous customer to be produced.)		
4	Vendor shall agree to provide service for all the equipments and quote for all the types/makes of equipment as mentioned in the list.		
5	Pro rata payment for the actual services carried out will be made quarterly after satisfactory completion of services and submission of bill along with all documents paid ESI & PF challans, ECR, attendance & wage registers etc. of every month & periodical return submitted to authorities.		
6	Note : Payment shall be made only through EFT. Format of EFT detail to be submitted along with this tender.		
7	Preventive Maintenance Service for the Material Handling Equipment such as Hydraulic Hand Pallet Trucks, Battery Operated Pallet Trucks, Battery Operated Pallet Form Trucks, Battery Operated Jowalk trucks. Floor Crane,		8

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	Capacitor Loading Trolley, Scissor Lift along with batteries and	
8	battery chargers be carried out every as per the scope of work. Service reports are to be submitted for having carried out the	
	preventive services / breakdown services. Service report shall be signed by the user.	
9	To attend and rectify any breakdown , malfunctioning of all the Material Handling Equipment such as Hydraulic Hand Pallet Trucks, Battery Operated Pallet Trucks, Battery Operated Pallet Stacker,	
	Battery Operated Plat Form Trucks, Battery Operated Jowalk trucks. Floor Crane, Capacitor Loading Trolley, Scissor Lift along with battery and battery chargers within 24 hours from intimation	
4.0	from BHEL at no extra charge and furnish service report.	
10	To co-ordinate in carrying out examination & testing of Material Handling Equipment as per the Karnataka factory rules -1969 and Factory Act-1948	
11	You shall ensure the safety of your personnel and they shall be given necessary protective equipment by you.	
12	Any damage caused for our machinery or any other assets inside our premises by your staff shall be made good or replaced at your cost.	
13	Your service staff shall abide by our security rules in obtaining gate pass for personnel. if required police verification for service persons to be submitted.	
14	Tools and materials brought inside our premises shall be properly entered at security check post to enable you to take them back after use.	
15	Whether the tenderer has GST .Please indicate the No. Copy to be submitted.	
16	The vendor should have PAN as per income tax act. Please indicate Your PAN copy to be submitted.	
17	The contractor shall indemnify BHEL for all liabilities under insurance &Labour laws. Contractor shall indemnify BHEL against all liabilities to third party due to their omission and commission. The contractor shall take necessary insurance policies covering third party risks to their/his employees or necessary workmen compensation policy. (refer Indemnity Bond proforma in page 23&24.	
18	Whether the tenderer has agreed to comply with statutory requirements such as ESI, PF, or workman compensation insurance etc. a) whether you have ESI No. If yes please indicate ESI	
	number. (copy of ESI registration certificate to be enclosed) b) whether you have PF code Number. If yes please quote registration PF Number (copy of PF registration certificate	
	to be enclosed) c) Whether you are covered under Karnataka Shops and establishment Act. If yes, please furnish the Number. (copy to be enclosed)	
	NOTE:- In case ESI / PF is not applicable, then workmen compensation insurance scheme coverage shall be ensured for the service persons who are deputed for servicing inside the BHEL premises. In	
	case of ESI / PF is applicable, copy of proof of relevant documents such as monthly paid challans with ECR copy for both ESI & PF, periodical return submitted to authorities, attendance & wage registers etc. are to be submitted.	
19	Whether the tenderer agrees to give validity of offer for 3 months from the date of opening of offer.	
20	Whether the tenderer has agreed to submit Security deposit immediately after receipt of the work order as mentioned in the tender.	

CONTRACTOR 15 ISSUING OFFICER



ANNEXURE: 'B'

GENERAL CONDITIONS OF CONTRACT

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

ANNEXURE 'C'

CLAUSE 20 OF GENERAL CONDITIONS OF CONTRACT

LABOUR

The Contractor shall employ labour in sufficient numbers either directly or through sub-contractors to maintain the required date of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer-in-charge. The contractor shall not employ in connection with the works any person who has not completed his eighteen years of age.

The Contractor shall furnish to the Engineer-in-charge at the intervals specified by him, a distribution return of the number and description by trades of the workpeople employed on the works. The Contractor shall also submit on the 4th and 19th or every month to the Engineer-in-charge a true statement showing in respect of the second half of the preceding month and the first half the current month (I) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (ii) the number of female workers who have been allowed maternity benefits as provided in the maternity benefit Act, 1961 or Rules made there under and the amount paid to them.

The Contractor shall pay to labour employed by him either directly or through subcontractors wages not less than fair wages as defined in the Contractor's Labour Regulations.

The Contractor shall in respect of labour employed by him either directly or through sub-contractors comply with or cause to be complied with contractor's labour Regulations in regard to all matters provided therein.

CONTRACTOR 16 ISSUING OFFICER



The Contractor shall comply with the provisions of the payment of wages Act, 1936, Minimum Wages Act, 1948, Workmen's Compensation Act 1923, Industrial Disputes Act, 1947, Maternity Benefit Act 1961, or any modifications thereof or any other law relating there to and rules made there under from time to time.

The Contractor shall be liable to pay his contribution and the employees contribution of the State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of "The Employees, State Insurance Act, 1948," as amended from time to time. The Contractor shall apply to the ESI Authorities, get himself registered with them and obtain a code Number. He shall pay the remittances towards PF under his Code Number only.

The Engineer-in-charge shall on a report having been made by an Inspecting Officer as defined in the Contractor's Labor Regulations have the power to required for making good the loss suffered by a worker or workers by reason of non fulfillment of the conditions of the contract for the benefit of workers, non-payment for wages or of deductions made from his or their wages which are not justified by the terms of the Contract of non observance of the said Contractor's Labour Regulations.

The Contractor shall indemnify the BHEL against any payment to be made under and for observance of the Regulations aforesaid without prejudice to his right to claim indemnity from these sub-contractors.

In the event of the Contractor committing a default or breach of any of the provisions of the aforesaid contractor's Labor Regulations, as amended from time to time or furnishing any information or submitting or filling any from /Register /Slip under the provisions of these Regulations which is materially incorrect then on the report of the Inspecting Officers as defined in the Contractors Labor Regulations, the Contractor shall without prejudice to any other liability pay to the BHEL a sum not exceeding Rs. 50/- as liquidated damages may be enhanced to Rs. 50/- per day for each day of default subject to a maximum percent of the estimated cost of works put to tender. The Contractor shall defend the case by himself any action brought in by such Government Agencies for non-compliance of any Labor Regulations and/or reimburse the expenses incurred by BHEL in this regard.

The Engineer-in-charge shall deduct such amount from bills or security deposit of the Contractor and credit the same to the welfare fund constituted under Regulations. The decisions of the Engineer-in-charge in this respect shall be final and binding.

MODEL RULES FOR LABOUR WELFARE

The Contractor shall at his own expense comply with or cause to be complied with model Rules for labor Welfare as appended to these conditions or rules framed by Government from time to time for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case the Contractor fails to make arrangements as aforesaid the Engineer-in-charge shall be entitled do so and recover the cost thereof from the contractor.

CONTRACTOR 17 ISSUING OFFICER



SAFETY CODE

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

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

IS – 2573: 1975 IS – 6994: 1973 IS – 8807: 1978 IS – 8519: 1977.

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

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

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

The contractor shall adopt all fire safely measures as laid down in the "Code for Fire Safety at Construction sites" issued by the Safety Department of the Construction management (HQ) of BHEL and as per directions of the authorized BHEL official. A copy of the above referred

CONTRACTOR 18 ISSUING OFFICER





"Code of Fire Safety at Construction Sites" shall be made available by BHEL to the contractor for reference, on demand by the contractor, during tendering stage itself.

Where it becomes necessary to provide and/or store petroleum Products, explosives, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall be responsible for carrying out such provisions and/or storage in accordance with the rul0es and regulations laid down in the relevant government acts, such as Petroleum Act, Petroleum and Carbides of Calcium manual of the chief controller of Explosives, Govt. of India. etc., Prior approval of the authorized BHEL official at the site shall also be taken by the contractor in all such matters.

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

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

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

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

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

If the contractor fails to improve the standards of safety in its operation to the satisfaction of BHEL after being given a reasonable opportunity to do so; provide necessary safety devices and equipment or to carry out instructions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized BHEL official, BHEL shall have the right to take corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by BHEL.

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

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

CONTRACTOR 19 ISSUING OFFICER



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

ANNEXURE 'E' CLAUSE 58 OF GENERAL CONDITIONS OF CONTRACT

ARBITRATION:

Except where otherwise provide for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein. Before mentioned and as to any other question, claim, right, matter or thing whatever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Executive Director/General Manager of BHEL and if the Executive Director/General Manager willing to act as such Arbitrator. There will be no unwilling to act to the sole Arbitrator so appointed is an employer of BHEL to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference. The Arbitration to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, such Executive Director/General Manager as aforesaid at the time of such transfer vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by such Executive Director/General Manager or an employee appointed as arbitrator shall give reasons for the award.

Subject as aforesaid the provision of the Arbitration Act 1940 or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

It is term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under clause together with the amount or amounts claimed in respect of each such dispute.

The arbitrator (s) may from to time with consent of the parties extend the time, for making and publishing the award.

The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings.

The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

The arbitrator shall give a separate speaking award in respect of each or difference referred to him.

The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion.

The award of the arbitrator shall be final, conclusive and binding on all parties to this contract.

Electronic Fund Transfer (EFT) OR Pay link Direct Credit Form.

CONTRACTOR 20 ISSUING OFFICER



Electronics Division, Mysore Road, Bangalore – 560 026.

Please fill up the form in CAPITAL LETTERS only.

SI.	Information required on	Required Information provided by bide		
No.				
1	Type of Request (Tick one)	Create	Change	
2	BHEL Vendor / Supplier Code			
3	Company name and address			
	City	Pin code	State:	
5	Contact Persons Name			
	Telephone			
	No			
	Fax No.			
	E mail ID			
6	Bank name			
	Branch Name			
	Address			
7	Bank Telephone Number			
8	Bank Account Number			
9	Account type			
10	MICR code as appearing in the			
	cheque			
11	Swift code			
12	Bank IFSC code			
13	Bank RTGS code			

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

If the transaction is delayed or not effected at all for reasons of incomplete or incorrect. Information, I would not hold BHEL / transferring bank responsible. This authority remains in



Electronics Division, Mysore Road, Bangalore – 560 026.

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

I have read the contents of the covering letter and agree to discharge the responsibility expected of me as a participant under ECS / EFT
Date:
Authorized signatory:
Code Designation: Telephone No. with STD
Company Seal Bank certificate
We certify that has an Account No with us and We confirm that the bank details given above are
correct as per records.
Date: () Place:
Signature
Please return completed form along with a bank cancelled cheque or photocopy thereof to: Bharat Heavy Electricals Ltd, Attn: Electronics Division, Mysore road, BANAGLORE-560026

CONTRACTOR 22 ISSUING OFFICER



Electronics Division, Mysore Road, Bangalore – 560 026.

Annexure - I

Certificate by Chartered Accountant on letter head

This is to (Certify that	M/S						٠,
•	ferred to			havin	_	•		at
Memorandum No	•					dtd:		٠.,
Category:	(Micro/Sr	mail)). (Copy e	nclosed).					
Further verifi	ed from the B	Books of Acc	ounts th	nat the in	vestment	of the comp	any as per th	e
latest audited finar								
excluding land	facturing Ent and building a .S.O.1722(E) date	and the items	s specified	nt in pi i by the	Ministry of	machinery (Small Scale In	i.e. original co dustries vide i	st ts
	Lacs							
2. For Service furniture, fitting Act, 2006:	e Enterprises: gs and other items	Investmen not directly rel	t in equ lated to the	ipment (e service rei	original cost ndered or as	excluding land may be notified t	and building an under the MSME	d D
Rs	Lacs							
	(Str	rike off whic	chever is	not app	licable)			
The above inv	vestment of	f Rs		Lacs i	is within	permissib	le limit o	f
Rs	Lacs for		•••••	.Micro / S	mall (Strike	off which is	not applicable))
Category under MS	MED Act 2006	5.						
			Or					
The company has applicable) and the didd/mm/yyyy) whi enterprise from its in the gazette notifi	date of graduated is within original categ	ation of suc the period ory as notif	th enterpose of 3 years	orise from ears from S.O. No.	n its origion m the da 3322(E) d	nal category te of gradua	is ition of sucl	 h
Date:	·					Jan.	· .	
(Signature)								
Name -								
Membership number	-							
Seal of Chartered Acc							•	

Electronics Division, Mysore Road, Bangalore – 560 026.



Bharat Heavy Electricals Limited,

Electronics Division & Electronics Systems Division - Bangalore

UNIT HEALTH, SAFETY & ENVIRONMENTAL POLICY

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

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

Co-operation with concerned agencies / regulatory bodies engaged in HSE activities.

Date: 25.07.2017

GENERAL MANAGER (I/C)
EDN - BANGALORE

CONTRACTOR 24 ISSUING OFFICER



Electronics Division, Mysore Road, Bangalore – 560 026.

INDEMNITY BOND (On Rs.200/- Stamp paper)

	This	deed	of	indemnity	made	on	this	day	of		2011	by	M/s
				, indemn	fier, a c	compa	any re	gister	ed unde	r the	Compa	anies	Act,
1956	and hav	ving its	regis	tered office	at					herei	nafter r	eferre	ed to
as "C	ontracto	or" repre	esent	ed bySri	S/o	3ri	ag	ed	-years, r	now w	orking	as	
-AND	Sri	S/oS	Sri	aged	years a	and R	/o			now w	orking	as	
-, wh	ich exp	ression	unle	ess repugna	ant to th	ne co	ntext	here o	of shall	mean	and i	nclude	e its
succe	ssor, as	ssignee	s and	d administra	tor.								

IN FAVOUR OF

M/s. Bharat Heavy Electricals Limited, the indemnified, a company registered under the Companies act, 1956 and having its registered office at BHEL House, Siri Fort, New Delhi-110049 and its unit M/s. BHEL-EDN, PB No.2026, Mysore Road, Bangalore-560026, hereinafter referred to as "BHEL" which expression unless repugnant to the context hereof shall mean and include its successor, assignees and administrator.

Whereas the BHEL has awarded to the Contractor herein an Annual Maintenance Contract for AMC for Material handling equipment as mentioned in Annexure-I,II &III.

on terms and conditions set out inter alia in the Tender document/contract and PO no.....

And whereas, clause of the above mentioned contract/PO provides for indemnifying BHEL for all liabilities under insurance & labour laws:

And further the Contractor has agreed for indemnifying BHEL against all liabilities to third party due to their omission and commission;

The Contractor in pursuance of such contract execute herein an indemnity bond in favour of the Company, for any loss or damage or delay, that may be caused on account of any litigation or any legal proceedings against the Company, as well as for all the claims and actions including legal costs arising there from.

NOW THEREFORE, THIS INDENTURE WITNESSES AS UNDER:

- 1. That the Contractor hereby represents and warrants as below:
 - a. The Contractor has complied to all the requirements of law, statutory rules and tender conditions
 - b. The Contractor has covered its employees entering BHEL premises for carrying out necessary works/ repairs/ maintenance including preventive maintenance, adequately under necessary insurance cover or legal protection, in order to save them from any mishaps within premises of BHEL
 - c. No claim would be caused to be made before any court of law, tribunal or any forum whatsoever with respect to workmen's compensation or any other compensation or statutory claim for contributions, claims, damages etc in which BHEL can be made a party

CONTRACTOR 25 ISSUING OFFICER



Electronics Division, Mysore Road, Bangalore – 560 026.

- 2. In the event any representation as above are found to be materially untrue, the Contractor shall promptly rectify the error and bear the costs involved in providing such a remedy. The Contractor shall hold the Company harmless from all the costs or expenses including reasonable attorney's fees and Disbursements incurred in this regard's
- 1. Notwithstanding anything to the contrary contained in this Indemnity, the Contractor shall be responsible for the Company's losses, consequential damages or any other claims arising out of any third party claim due to any commission or omission of the contractor.
- 2. The Contractor shall defend or settle at its own cost and expense any suit or action brought against the Company for inter alia any fine, contribution or other amounts as may be claimed by any statutory authority or on account of any injury suffered by any of the employees the contractor may employ in the premises of BHEL.
- 3. The Contractor jointly and severally, shall indemnify and hold harmless the Company from and against all damages and cost adjudged or decreed against, and actually paid by, the Company in any such suit or action as a result of any lapse on the part of the contractor in the matter of obeying the terms of this contract.
- 4. The Contractor shall notify the Company in writing of any claim or suit with respect to this and shall have full authority to defend or settle the claim or suit, provided, however that no settlement of any claim or suit whatsoever may be made without the Company's prior written concurrence if such a settlement would or may in the opinion of the Company abridge any right of the Company not included in the foregoing indemnity.
- 5. That in pursuance of the above said Tender Document/PO, the Contractor hereby covenants with the Company, that, the Contractor will at all times here after indemnify and keep indemnified, the Company against all claims, demands, actions, proceedings, loses, damages, costs, charges and expenses which may be brought against the Company or which the Company may or may have to incur or may have to

	suffer due to direct or indirect, ac	tions or inaction of the Contractor	•
		ctor is authorized to sign this inde ty bond, on the date, month and lowing witnesses.	_
			CONTRACTOR
WITN	ESSES:		
1.			
2.			
Place: Date:			
CONTI	RACTOR	26	ISSUING OFFICER

Electronics Division, Mysore Road, Bangalore – 560 026.

Non Comprehensive Annual Maintenance Contract for Material Handling Equipments.

Tender Reference : FS/PMG/AMC/MHE/ 2017-19 dated 12.08.2017 Annexure – II <u>Price Bid format.</u>

SI No.	Description	Capacity	Quantity in Nos.	Rate per service for each equipment In Rs. (B)	Amount for total quantity (A x B)	Amount per Annum consisting of 4quarterly service per annum in Rs (C x 4)	Amount in Words.			
1	Battery Operated Pallet Stackers	Upto 1.6 Ton	16 Nos.							
2.	Battery operated Hi- reach Stackers	Upto to 2 Ton	1 No.							
3.	Battery Operated Platform trucks	Upto 2 Ton	14 Nos.							
4	Battery Operated Pallet trucks	Upto 3.5 Ton	44 Nos.							
5	Battery operated Jowalk trucks	Upto 2 Ton	4 Nos.							
6	Hydraulic Hand Pallet trucks	Upto 2.5 Ton	64 Nos.							
7	Scissors lift	0.8 Ton	1 No.							
8.	Floor Crane	0.5 Ton	1 No.							
	Total Amount per Annum = "D"→									
	Total Amount of AMC for two year (Excluding GST) = "D" x2→									
	GST @ (extra as per current rate)* This will not be considered for price bid evaluation.									

Total Value for 2 years in Words:

CONTRACTOR 27 ISSUING OFFICER