

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

Tender Document for AMC for UPS

Opening date: 13.02.2017
This Tender document contains 17 Pages

CONTRACTOR 1 ISSUING OFFICER



Electronics Division Mysore Road, Bangalore – 560 026

Phone: 26998433

NOTICE INVITING TENDER

1. Tender Reference : ET/443

2. Name of the work : AMC for 2x100 KVA APLAB make UPS,

1x60 KVA & 4x20 KVA APC make UPS and 2x15 KVA CONSUL make UPS.

3. Duration of Contract : 2 Years

4. Estimated cost : Rs.12.50 Lakhs

5. Earnest Money Deposit : Rs.25,000/-

6. Last date and time for the : 13.02.2017, 1:15 P.M

receipt of completed tender

7. Date and time for tender opening : 13.02.2017, 1:30 P.M

8. Place of submission of completed tender: Tender Box marked as "FS&T" located in

Reception Area of Electronics Division, BHEL Mysore Road, Bangalore – 560 026

This tender document contains 17 pages including Instructions to tenderers, Scope of work, Price schedule etc. as follows.

Part-1:

1. Scope of work, Terms & conditions and Instructions to tenderers- Page 1 to 13

2. Technical & Commercial format (Annexure-I) – Page No. 14 to 16

Part-2:

3. Price schedule format (Annexure-II) – Page No. 17

Note:

- 1. The tenderer shall read the tender documents carefully and fill all the columns neatly. Incomplete tenders may be rejected.
- 2. The tenderer shall return the duly filled in tender document after affixing signature on all pages.
- 3. The Tenderer shall ensure and put "Technical cum Commercial bid (Part I)" & "Instructions to Tenderers" together in one cover and "Schedule of Work / Price bid (Part II)" in a separate cover. Both these covers shall be separately sealed and then put together in a single cover and sealed. All the sealed covers shall be properly identified with necessary information such as Tender reference, type of document put inside, date of tender opening to enable to open the correct document cover only.
- 4. EMD shall be attached along with the Technical cum Commercial bid (Part-1) of the offer. Tenders not complying with this requirement will not be considered.

Issued to:



Electronics Division Mysers Boad, Bangalore, 560,036

Mysore Road, Bangalore - 560 026

SCOPE OF WORK, TERMS & CONDITIONS

1. Period of Contract:

The period of contract is for Two years. However BHEL reserves the right to terminate the contract at any time without any prior notice or reasons whatsoever if in our judgement the performance is not satisfactory without any liability whatsoever on the part of BHEL.

2. Payment Term:

Payment will be made on quarterly basis after satisfactory completion of services after submission of bill & proof for statutory payment.

3. Validity:

The offer should be valid for 3 months from the date of opening of tender.

4. Scope of Work:

- a) Preventive service for the above systems is to be carried out once in three months. Preventive service shall include carrying out cleaning, servicing, testing of the entire system, checking & testing the healthiness of the system by simulating with suitable condition.
- b) Reports, in mutually agreed format (check list), are to be furnished for having carried out the preventive services / breakdown services. Service report shall be signed by user, maintenance and concerned service Engineer.
- c) The scope shall include attending and rectifying any breakdown, malfunctioning in system within 24 hours and furnishing a service report for the same preferably on same day.
- d) The scope of work includes all repairs and replacement of spares at no extra cost. However cost of Batteries, AC/DC Capacitors and wound components are in BHEL's scope and shall be replaced after supply by BHEL.

5. General:

- a) 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.
- b) Your service staff shall abide by our security rules in obtaining gate pass for personnel.
- c) Tools and materials brought inside our premises shall be properly enter at security check post to enable you to take them back after use.
- d) Whether the tenderer has understood the scope of work as indicated in the tender. (If there is any clarification required, the same may be got cleared from the Executive in charge before submitting the offer).



Bharat Heavy Electricals Limited Electronics Division

Mysore Road, Bangalore - 560 026

- e) The tenderer should have Service Tax registration no.
- f) Adequate safety precautions and safety equipment have to be provided to your service personnel by you.

6. List of UPS Systems installed in the Scope of work:

SI. No.	Description	Qty.	Make	Year	Location	SI. No.
						GE0413150913
						GE0108000274
1	20 KVA UPS	4 No.	APC		PCB - Sub. Assy.	GE0114001314
'	201071010	4110.	711 0			GE0114001332
2	60 KVA UPS	1 No.	APC		System Testing	QE0423150399
	100 KVA UPS	2 No.	APLAB		DCB Sub Accy	HO01UPSG040940
3	100 KVA UFS	Z 1NO.	AFLAD		FCD - Sub. Assy.	HO01UPSG040940 HO01UPSG040941
4	15 KVA UPS	2 No.	Consul		System Testing	U200C2012130488
4	IS RVA OF S	2 NO.	Consu			U200C2012130489



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

INSTRUCTIONS TO TENDERERS

Name of the work: AMC for 2x100 KVA APLAB make UPS, 1x60 KVA & 4x20 KVA APC make UPS and 2x15 KVA Consul make UPS.

1. The offer shall be submitted in sealed envelopes enclosing Page 1 to 17 including Annexure-I & Annexure-II as detailed in the first page of the NIT.

The sealed envelopes shall be super scribed with tender reference and tender opening date.

- 2. Tenders should be addressed to the Issuing Officer, Factory Services Electronics Division, Bharat Heavy Electricals Limited, Mysore Road, Bangalore 560 026. The full name and address of the tenderer, the name of the work and date of opening should be indicated on the cover.
 - 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) and FAX / e-mail address.
- All entries in the tender documents should be in one ink. Erasures and over writing are not permitted. All cancellations and insertions should be duly signed by the tenderer concerned with proper indication of the name, designation and address of the person signing.
- 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 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 tenderer should have Service tax registration number and service tax shall be shown separately and shall not be included in the rates quoted.
- 6. In case the rate quoted in figures differ 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.
- 8. Every tender must be accompanied by deposit receipt for the amount mentioned as Earnest Money Deposit. This earnest money will be refunded to the unsuccessful tenderers after award of contract. In the case of successful tenderer, the earnest money will be retained as part of the Security Deposit for satisfactory completion of the contract in accordance with Clause 16 of the BHEL GCC. Tenders without Earnest Money Deposit receipts shall be rejected. No interest will be paid on the earnest money deposits.



Electronics Division Mysore Road, Bangalore – 560 026

The Earnest Money Deposit is to be submitted along with Technical bid and may be furnished in any of the following forms:

- (i) Cash deposit as permissible under the extant Income Tax Act (before tender opening).
- (ii) Electronic Fund Transfer credited in BHEL account (before tender opening).
- (iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer).

In case total EMD amount is more than Rs.20 Lakh, the amount in excess of Rs.20 lakh may be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.

9. SECURITY DEPOSIT

The successful tenderer shall deposit the Security deposit before start of the work. The rate of Security deposit will be 5% of the contract value. Security deposit may be furnished in any one of the following forms:

- i) Cash (as permissible under the extant Income Tax Act).
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favor of BHEL.
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- v) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).

Note:

- 1. At least 50% of the required Security Deposit, including the EMD, should be deposited before start of the work. Balance of the Security Deposit can be made up by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is made up.
- 2. BHEL 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).
- 3. The Security Deposit shall be refunded after completion of the contract period.
- 10. Tenderer shall not increase their quoted rates, once the tenderer has submitted his quotation and during execution of the entire contract period in case his tender is accepted.



Electronics Division Mysore Road, Bangalore – 560 026

- 11. Before tendering, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions, position of materials and labour. They should be well versed with BHEL General Conditions of Contract, Instructions to tenderers, drawing and specifications and all other documents which form part of the Annual Maintenance Contract. The tenderers shall specially note that it is tenderer's responsibility to provide any item which is not specifically mentioned in the specification or drawing, but which is necessary to complete the work.
- 12. Should a tenderer find discrepancies or omissions in the drawings / specification / details attached to the tender documents or should be in doubt as to their meaning he should at once address to the authority inviting the tender for clarifications. Every endeavor is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
- 13. 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 later case, a copy of the power of attorney duly attested by a Gazetted Officer must accompany the tender.
- 14. If in any case, the date of tender opening falls on Holiday, the tender will be opened on the next working day.
- 15.BHARAT HEAVY ELECTRICALS LIMITED reserve the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason thereof. In 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.
- 16. Conditional and unsigned 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.
- 17. 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.
- 18. The Contractor's responsibility under this contract shall commence from the date of receipt of the order or acceptance of his tender.
- 19. If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage. Further the tender will be liable for any damage caused.



Electronics Division Mysore Road, Bangalore – 560 026

- 20. Words imparting the singular number shall also be deemed to include the plural number and vice-versa where the context so requires.
- 21. Any covering letter and comments of the Contractor should be submitted in duplicate along with the offer.
- 22. Should a tenderer or a contractor on the list of approved contractors has 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, 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 fact subsequently come to light, the relevant provisions of the General Conditions of Contract will apply.
- 23. The Contractor shall comply with the provision of Employees Provident Fund and Miscellaneous Provisions Act 1952 and rules, regulations and other orders issued thereunder if applicable.
- 24. The Contractor shall comply with the provision of E.S.I. Act and Rules/ Regulations thereunder. Alternatively in lieu of ESI, they may furnish Indemnity Bond as per Annexure-B, along with workmen compensation Insurance policy.
- 25. 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.
- **31.** If applicable, the contractor shall insure all his labourers and materials. Any claim by his employees for damages shall be settled by the contractor even if action is against BHEL or to reimburse the legal expenses incurred by BHEL.
- **32.** Contractor shall produce necessary records, documents, explanation whenever he is called upon to by any Government agencies like ESI, PF, VIGILANCE, etc.

33. 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.



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

ANNEXURE - A

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 form 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.



Bharat Heavy Electricals Limited Electronics Division

Mysore Road, Bangalore – 560 026

Annexure-B

Indemnity Bond

(To be executed on Rs.200/- Non judicial Stamp paper after award of work order.)

This deed of indemnity made on this day of 2015 by M/s	, indemnifier, a company
, , , , , , , , , , , , , , , , , , , ,	
registered under the Companies Act, 1956 and having its registered office at	hereinafter
referred to as "Contractor" represented by SriS/o Sriagedyears, now wor	king asAND Sri
S/o Sriagedyears and R/onow working as, which exp	ression unless repugnant to
the context hereof shall mean and include its successor, assignees and administrator.	

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 Wave Soldering Machine ,Vitronics Soltec - Delta-3 SI. No. 09.92115 on terms and conditions set out inter alia in the Tender document/contract and SPO no......

And whereas, clause of the above mentioned contract / SPO 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 favor 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
- 2. In the event any representation as above is 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.
- 3. 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.
- 4. 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.
- 5. 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.



Date:

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

- 6. 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.
- 7. That in pursuance of the above said Tender Document / SPO, 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, actions or inaction of the Contractor.

In witness whereof, the Contractor is authorized to sign this indemnity bond and has put their hands on this indemnity bond, on the date, month and year first mentioned above in the presence of the following witnesses.

	CONTRACTOR
WITNESSES:	
1.	
2.	
Place:	



Bharat Heavy Electricals Limited Electronics Division

Mysore Road, Bangalore - 560 026

ANNEXURE - C

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, products & services as an integral part of business performance through:

- **Compliance with applicable Legislation and Regulations**
- ★ Setting objectives and targets to eliminate / control / minimise environmental pollution, risks due to Occupational Health and Safety Hazards
- ★ Promotion of activities for conservation of resources by environmental management with focus on oil, electrical energy and chemicals
- **★** Enhancement of Environmental, Safety and Occupational Health awareness Amongst employees, customers, suppliers, contractors by pro-active communication.
- **★** Regular evaluation and pro-active measures for prevention & control of environmental pollution/accidents / occupational diseases.
- **★** Appropriate training of employees and interested parties on Health, Safety & Environmental (HSE) aspects.
- **★** Formulation and maintenance of HSE Management Programs for continual improvement.
- **★** Periodic review & audit of HSE Management System to ensure its continuing suitability, adequacy and effectiveness.
- Communication of HSE Policy to all employees and interested parties.
- **★ C**o-operation with concerned agencies / regulatory bodies engaged in HSE activities.

S/d.

EXECUTIVE DIRECTOR
BHEL (EDN)
BANGALORE



Electronics Division Mysore Road, Bangalore – 560 026

Annexure - I

SCOPE OF WORK, TERMS & CONDITIONS

S. N	Description	Accepted/ Not Accepted
1	The period of contract is for 2 years. However the BHEL reserves the right to terminate the contract at any time if performance is not satisfactory.	·
2	Payment will be made on quarterly basis after satisfactory completion of services after submission of bill & proof for statutory payment.	
3	Preventive Service for the above systems is to be carried out once three months. Preventive service shall include carrying out cleaning, servicing, testing of the entire system, checking & testing the healthiness of the system by simulating with suitable condition.	
4	Reports, in mutually agreed format, are to be furnished for having carried out the preventive services / breakdown services. Service report shall be signed by user, maintenance and concerned service Engineer.	
5	The scope shall include attending and rectifying any breakdown, malfunctioning in system within 24 hours at no extra charge and furnishing a service report for the same preferably on same day.	
6	All repairs and replacement of spares are to be done at no extra cost. However cost of Batteries, AC/DC Capacitors and wound components are in BHEL's scope and shall be replaced after supply by BHEL.	
7	Adequate safety precautions and safety equipment have to be provided to your service personnel by you.	
8	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.	
9	Tools and materials brought inside our premises shall be properly enter at security check post to enable you to take them back after use.	
11	Whether the tenderer has understood the scope of work (If there is any clarification required, the same may be clarified from the Executive-in-charge before submitting the offer.)	
12	Whether the tenderer agrees to give validity of offer for 3 months from the date of opening of technical bid.	



Electronics Division

Mysore Road, Bangalore – 560 026

PART-1

TECHNICAL-CUM-COMMERCIAL BID (Electrical Works)
(To be furnished by the Bidder)

Name of work: AMC for 2x100 KVA APLAB make UPS, 1x60 KVA & 4x20 KVA APC make UPS and 2x15 KVA Consul make UPS.

Tender Ref: ET/ 443

A): Information Part:

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



Electronics Division Mysore Road, Bangalore – 560 026

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:	
	(Maintenance of UPS System)	
	One work not less than 80 KVA	
	OR	
	Two works of not less than 60KVA	
	OR	
	Three works of not less than 40 KVA	
	(Copy of performance certificate from the	
	organization where the work is executed is to be	
	enclosed. Submission of Work Order copy is not	
	adequate).	
2.0	Average Turn Over of the last three years (not less	
	than 30% of the Estimated cost of the NIT)	
2.1	Turnover - Previous financial year	Rs.
2.2	Turnover - 1 year before previous financial year	Rs.
2.3	Turnover - 2 years before previous financial year	Rs.
3.0	Whether Registered with ESI / PF Authority	Yes/ No
3.1	Alternatively if not registered with ESI, is the Tenderer	Yes/No
	willing to cover their workmen under workmen	
	compensation insurance policy and indemnify BHEL	
	against any claims as per Annexure-B if ESI is not	
	applicable.	



Bharat Heavy Electricals Limited Electronics Division

Mysore Road, Bangalore - 560 026

C): Other Conditions:

1.0	Form of EMD furnished	Cash/ DD/ Pay Order/ EFT
	(Cheque is not acceptable)	
1.1	Cash Receipt/DD/ PO/ EFT (No., Date, etc.)	
2.0	Completion period mentioned in NIT	Acceptable/ Not Acceptable
3.0	Payment Terms defined in NIT	Acceptable/ Not Acceptable
4.0	Security Deposit Clause as per NIT	Acceptable/ Not Acceptable
5.0	Permanent Account Number (PAN)	
6.0	Service Tax Registration Number	



Electronics Division Mysore Road, Bangalore – 560 026

PART-2: PRICE BID

Annexure-II

Price schedule for UPS Systems

SI. No.	Description of the machine	No. of services for two years	Rate per service in Rs.	Total in Rs.
1	4x20 KVA UPS in parallel (PCB - Sub. Assy.)	8		
2	60 KVA – 1 no. (System Testing)	8		
3	2x100 KVA in parallel (PCB - Sub. Assy.)	8		
4	2x15 KVA UPS (System Testing)	8		
	Service Tax			
	Total			

Total amount (in words):		
,		