



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

**NOTICE INVITING TENDER
FOR
ANNUAL MAINTENANCE CONTRACT FOR TESTING MACHINES OF QUALITY SERVICES DEPT.**

1. TENDER REFERENCE NO.	FS/PMG/AMC/QSTM – 01 DATE: 03.03.2016
2. NAME OF THE WORK	AMC FOR TESTING MACHINES OF QS DEPT.
3. DURATION OF CONTRACT	TWO YEARS
4. ESTIMATED VALUE OF AMC	Rs 79,200.00 /= plus service tax (FOR TWO YEARS)
5. LAST DATE AND TIME FOR THE RECEIPT OF COMPLETED TENDER	28.03.2016 BEFORE 01:00 PM
6. DATE & TIME FOR TENDER OPENING	28.03.2016 AT 01:30 PM
7. PLACE OF SUBMISSION OF COMPLETED TENDER:	TO BE DROPPED IN THE <u>FS&T TENDER BOX</u> KEPT IN THE RECEPTION AREA AT BHEL, ELECTRONICS DIVISION, MYSORE ROAD, BANGALORE – 560 026

This tender document contains 12 pages including Instructions to tenderers, Scope of work, Price schedule, Indemnity bond etc. as follows. The contractors shall return duly filled in tender document after affixing signature on all pages.

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I INSTRUCTIONS TO TENDERERS

1. Sealed Tenders for the above noted work is hereby invited from Contractors experienced in works of similar kind and magnitude.
2. Bidders are required to go through instructions carefully and complete all the formalities as required. In the event of furnishing false information / incomplete information, the offer shall be rejected. In case bidders require any clarification, they may contact Manager / Factory Services / BHEL-EDN, before submitting their bids.
3. **Bidders are required to submit the offer in two separate parts. (i) Techno- commercial Bid and (ii) Price Bid. Each bid is to be kept in separate envelope which should be properly sealed.**

The envelope for Techno-commercial bid (Page 1 to 12) should be super scribed as “Techno-commercial bid – AMC for QS Testing Machines ”.

The envelope for Price bid (Page – 10) shall be super scribed as “Price Bid – AMC for QS Testing Machines.” In both the envelopes, tender reference and from / to addresses are to be mentioned.

Both the above two sealed envelopes shall be kept inside another properly sealed envelope. This envelope shall be super scribed as “Offer for AMC of QS Testing Machines”. Tender reference, Date of opening, full name and address of the tenderer shall also be mentioned in this cover.

4. Tenders should be addressed to The Manager / Factory Services, Electronics Division, Bharat Heavy Electricals Limited, Mysore Road, Bangalore – 560 026. Sealed tender should be dropped in the FS&T tender box kept in the Reception area at BHEL - Electronics Division, Mysore road, Bangalore-560 026, before 13.00 hrs. on 28.03.2016.
5. The techno-commercial bid shall be opened on 28.03.2016 at 13.30 Hours at Reception area / Finance department of BHEL, in the presence of bidders whosoever is present. No separate intimation will be given to bidders for techno-commercial bid opening. If in any case, the date of tender opening falls on Holiday, the tender will be opened on the next working day.
6. The tenders received after the specified time of their submission are treated as Late Tenders and shall not be considered.
7. The sealed price bids of those offers which are techno-commercially accepted / qualified shall be opened later. The bidders qualifying in techno-commercial bid will be intimated separately for participating in Price bid opening.
8. 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
9. Tenderers shall fill in all the required particulars in the Format for Technical & commercial terms (Annexure-1 & 1.A) and Price Bid (Annexure-2) provided for this purpose in the tender documents and also sign each and every page of the tender document before submitting tender.
10. Unit rates should be quoted in figures as well as in words in Indian Currency only, i.e. Rupees and Paisa with reference to each row of AMC value break up shown in the attached Price Bid (Annexure-2). Service tax shall be claimed separately and shall not be included in the basic rates quoted.
11. 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.

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12. (a) The rates quoted in the tender shall remain valid for a period of 'THREE MONTHS' from the date of opening of tender.
(b) The 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.
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 latter case, a copy of the power of attorney duly attested by a Gazetted Officer must accompany the tender.

14. Security Deposit

14.1 The successful tenderer shall deposit the Security deposit before start of the work. The rate of Security deposit will be as below.

Upto Rs. 10 Lakhs	10 %
Above Rs. 10 Lakhs upto 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

14.2 Security deposit may be furnished in any one of the following forms

- I. Cash (as permissible under the Income Tax Act)
- II. Pay Order, Demand Draft in favour of BHEL
- III. Local Cheques of scheduled banks, subject to realization.
- IV. 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)
- V. Bank Guarantee from scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- VI. 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.
- VII. 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 deposited before start of the work and the balance 50% may be recovered from the running bills.
- VIII. EMD of the successful tenderer shall be converted and adjusted against the security deposit.
- IX. The Security deposit shall not carry any interest.

NOTE: Acceptance of Security Deposit against Sl. No. (iv) and (vi) 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.

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15. 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.
16. Tenders submitted by post should be sent by “Registered Post with Acknowledgement Due”/Courier service. These should be posted/sent with due consideration for any delay in postal/courier delivery. Tenders received after the due date and time of opening of tenders is liable to be rejected.
17. The Contractor’s responsibility under this contract shall commence from the date of receipt of the order or acceptance of his tender.
18. If 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 or/and after the acceptance of the tender, BHEL may cancel such tender at their discretion unless the firm retains its character/s.
19. THE 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, recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
20. If the tenderer deliberately gives wrong information in his tender, BHEL reserve the right to reject such tender at any stage. Further the tender will be liable for any damage caused.
21. Words imparting the singular number shall also be deemed to include the plural number and vice-versa where the context so requires.
22. Contractor shall produce necessary records, documents, explanation whenever he is called upon to by any Government agencies, VIGILANCE etc.
23. 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.”
24. ARBITRATION: All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of BHEL-EDN, Bangalore. The award of the Arbitrator shall be final and binding on both the parties. The venue of the arbitration shall be Bangalore in India. The award to be given by the arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Bangalore Courts.
25. The BHARAT HEAVY ELECTRICALS LIMITED reserves the right to reject any or all the tenders received without assigning any reason thereof.



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II Essential Criteria for Techno - Commercial Acceptance of Bid

- a) The tenderer should be authorized distributor/supplier for sales and service of equipments mentioned in scope of work below. The tenderer should produce certificate from OEM with current validity.
- b) In case, the tenderer is not an authorized distributor/supplier for sales and service of equipments mentioned in scope of work below; he should produce:
- (i) List of personnel trained for servicing and calibration with proof of training from OEM's for above machines.
 - (ii) List of companies for whom services given with their contact details.
 - (iii) List of master instruments available for calibration and copy of valid calibration reports.

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

III SCOPE OF WORK AND TERMS & CONDITIONS.

1. Scope of work :

- 1.1 The AMC is for the following four numbers of Testing machines.
- i) Vickers cum Brinell hardness testing m/c., Model: HPO-250, SI. No. 308/183
 - ii) Rockwell / Brinell Hardness testing m/c., Model: RAB-250, SI. No. SN-6805
 - iii) Universal testing m/c., Model: UTN -40, SI. No. 3-79/233
 - iv) Electronic Universal testing m/c., including electronic extensometer, Model: UTE-40, SI. No. 7/2002 - 2862
- 1.2 The above four machines are to be serviced three times in a year as per the schedule. (Once in four months). All the four machines are to be calibrated once in a year as per schedule. Calibration of electronic extensometer is not included in this AMC. However your coordination with QS department of BHEL is required to get the electronic extensometer calibrated through M/s. FRI. The necessary calibration fee will be borne by BHEL.
- 1.3 The breakdown / emergency calls have to be attended within 24 hours. The breakdown calls shall be attended to as part of this contract at no extra charge. Service reports shall be furnished after completion of breakdown.
- 1.4 A sticker bearing details such as "Service done on" and "Next due on" shall be fixed on the machines after each preventive service.
- 1.5 The AMC is excluding spares.
- 1.6 During the course of AMC, your service personnel have to report to the concerned executive in-charge of FS before servicing and after completion of service and submit service reports duly signed by user dept.

2. Safety:

The party has to ensure the safety of their personnel and they must be provided with necessary safety equipment to carry out this type of work.

3. Tools:

All the tools, instruments etc., required for this work are to be brought by the party.

4. Payment terms:

Payment will be made once in four months after satisfactory completion of each PM service and submission of bill.

5. Period of contract:

The period of contract is for two years. However BHEL reserves the right to terminate the contract at any time if services rendered are not satisfactory.

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6. General:

Your service personnel shall abide by our security rules in obtaining pass for personnel.

6.1 Any damage caused for our machinery or any other asset inside our premises by your staff shall be made good or replace at your cost. The competent authority may also impose the penalty if the services are not found up to the mark. No claim from the contractor on this account shall be entertained.

6.2 The contractor should have PAN as per income Tax Act and Service tax regn. Number as per Service Tax Act.

6.3 Statutory Requirements:

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 in respect of all labor employed by him for the execution of the contract.

The contractor shall comply with the provision of ESI scheme for their employees engaged for the execution of the contract. If they are not covered under ESI scheme, the contractor shall take necessary medical insurance policies covering third party risks to their / his employees and necessary workmen compensation policy in lieu of ESI.

The contractor shall also 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. (Refer: indemnity Bond proforma in page 09 & 10)



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

Sd/-
EXECUTIVE DIRECTOR (EDN)



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Annexure – 1

Name of work: AMC for Testing Machines of Quality Services Dept.

V FORMAT FOR TECHNICAL & COMMERCIAL TERMS

Sl. No	Description	Contractors acceptance Yes / No
1	The period of contract is Two Years . However BHEL reserves the right to terminate the contract at any time if services rendered are not satisfactory.	
2	Preventive Service for the Testing machines has to be carried out once in 4 months and calibration once in year. However the scope includes attending any number of emergency/breakdown calls, in the machine within 24 hours as part of AMC at no extra charge.	
3	Payment will be made once in 4 months after satisfactory completion of PM service and after submission of bill. Payment will be made through EFT only.	
4	Service reports are to be submitted for having carried out the preventive services / breakdown services. Service report shall be signed by user.	
5	This AMC is excluding the cost of spares. Vendor shall give list of recommended spares with prices, in consultation with user dept as and when required.	
6	You shall ensure the safety of your personnel and they shall be given necessary protective equipment by you.	
7	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. The competent authority may also impose the penalty if the services are not found up to the mark. No claim from the contractor on this account shall be entertained.	
8	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 and necessary workmen compensation policy. (refer Indemnity Bond proforma in page 11 & 12)	
9	Your service staff shall abide by our security rules in obtaining gate pass for personnel.	
10	Tools and materials brought inside our premises shall be properly entered at security check post to enable you to take them back after use.	
11	The vendor should have service tax registration number as per service Tax Act. Please indicate your service tax Regn. No.	
12	The vendor should have PAN as per income Tax Act. Please indicate your PAN.	
13	Whether the tenderer agrees to give validity of offer for 3 months from the date of opening of offer.	

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Annexure -1A (General Information)

Name of work: AMC for Testing Machines of QS Dept.

Sl. No.	Description	Details
1	Name of the firm with Address	
2.	a) E-Mail ID b) Telephone Number c) Mobile Number d) Fax Number	
3	Nature of Firm / Concern (Proprietor/Partnership/Pvt. Limited/Public Ltd.) Note: In case of partnership concern, please enclose photo copies of the partnership deed	
4	Name of the contact person of the firm with telephone number.	
5	Names, address and phone no's. of Partners/Proprietors/Directors	

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Annexure – 2

VI. FORMAT FOR PRICE BID

Name of work: AMC for Testing Machines of Quality Services Dept.

Sl. No.	Description	Basic Rate / Service in ` in figures	Basic Rate per service in ` in words
1	Vickers cum Brinell Hardness testing machine Model :VEB / HPO-250, Sl. No. 308/183		
2	Rockwell / Brinell Hardness testing machine, Model : RAB-250, Sl. No. SN- 6805		
3	Universal testing machine, Model : UTN – 40, Sl. No. 3-79/233		
4	Electronic Universal testing machine, including electronic extensometer, Model : UTE-40, Sl. No. 7/2002 -2862		
5	Total Rate per Preventive Maintenance Service (For all the four Machines)		
6	Total Basic AMC Value for Two years (for six PM services)		
7	Service Tax as applicable		
8	Total AMC value for TWO years including Service tax		

Note: Basic rate quoted shall be excluding service tax.

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VII. FORMAT FOR INDEMNITY BOND

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

This deed of indemnity made on this day of----- 2016 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 Sri. -----S/o Sri. -----Aged ----years, now working as ----- -AND Sri. -----S/o Sri. -----Aged ----years and R/o -----now working as -----, which expression 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 four numbers of Testing Machines of Quality Service department** 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 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
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.

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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.
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.

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WITNESSES:

1.

2.

Place:

Date:

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