

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt.of India Undertaking)

High Pressure Boiler Plant, Tiruchirappalli 620 014, India

(WORKS CONTRACTS MANAGEMENT)

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NOTICE INVITING TENDER

01.	Name of work	AMC FOR 60 KVA ONLINE UPS AT BHEL-TRICHY FOR 2 YEARS (2015-17)
02.	Area of Work	BHEL – Trichy.
03.	Enquiry Number	9251500043 / 05.10.2015
04.	Earnest Money	₹ 1,00,000.00
05.	Completion Time (Period of Contract)	12 Months (From the date of issue of work order)
06.	Last date for submission of offer	10.00 Hrs. on 28.10.2015
07.	Techno Commercial Offer opening date:	10.30 Hrs. on 28.10.2015
08.	Price Bid Opening date	Shall be intimated separately to Technically qualified bidders.
09.	Tender Document details	A] Techno Commercial Bid Part-1 (Techno Commercial bid-Qualifying Criteria) - 1 Page. Part-1A(General Instructions to tenderer) - 2 Pages Part-1B(General Terms & Conditions) - 2 Pages Part-1C(Special Terms & Conditions) - 2 Pages Part-1D(Scope of Work & Technical Terms and conditions) - 2 Pages B] Price Bid Part-2 (Price bid) - 1 Page.
10.	Tender to be Addressed to	DGM, WORKS CONTRACTS MANAGEMENT, 53 BUILDING, I st FLOOR, HIGH PRESSURE BOILER PLANT BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014, TAMILNADU,INDIA

The Tender documents can be down loaded from BHEL website/ Govt.website.

(www.bhel.com / tenders.gov.in)

Tender for above mentioned work should be submitted in a sealed cover consisting of **three** inner sealed covers. First cover shall contain EMD, second cover shall contain Part-1: Technical cum commercial offer and third cover shall contain Part-2: Price bid. All superscripting the name of work, enquiry number and enquiry due date.

- 1) EMD cover shall contain requisite EMD & Tender document cost in the form of Demand Draft drawn in favor of 'BHEL, Tiruchirappalli. ***EMD in any other form will not be accepted.*** Tenderers who had already remitted one time EMD should furnish the details of cash receipt No./ date, on the top of EMD cover. Tender without EMD / one time EMD reference will be summarily rejected and Tech. cum commercial offer & price bid shall not be considered.
- 2) Tech. cum commercial offer cover shall contain all documents duly filled and signed by the tenderer in all the pages with documentary evidences for qualifying criteria such as experience, value of work executed in the similar nature of work etc. Any bid without proper documentary evidence for qualifying criteria shall not be considered for further evaluation.
- 3) The price bid cover shall contain price bid document duly filled in and signed by the tenderer in all the pages. The tenderer has to quote most competitive rates for all the items given in the Bill of Quantities in price bid.

The completed qualification bid and price bid along with requisite **EMD of ₹1, 00,000/-** for this work shall reach the office of the undersigned on or before **28.10.2015 at 10.00 Hrs.**

The Technical cum commercial offer will be opened on the same day at 10.30 hrs. In case of opening day falls on holiday or happened to be declared as a holiday the receipt and opening of the tender shall automatically fall on the same timing of the next working day. Date and time of opening of the Price Bid shall be intimated only to those bidders whose Tech cum commercial offer is accepted. You / Your authorized representative may participate in the tender opening.

Clarification if any, can be obtained from the undersigned.

Thanking you,

Yours faithfully,
For Bharat Heavy Electricals Limited,

Sr. Engineer / WCM
BHEL-Trichy

Encl:

- 1) Part-1: Technical Bid.
- 2) Part-2: Price bid.

PART-I (TECHNO COMMERCIAL BID)					
ENQUIRY NO / DATE:	9251500043 / 05.10.2015	ENQUIRY DUE DATE:	28.10.2015		
NAME OF WORK:	AMC FOR 60 KVA ONLINE UPS AT BHEL TRICHY FOR TWO YEARS (2015-17)				
NAME OF THE COMPANY/ FIRM:					
QUALIFYING CRITERIA					
1	SEPARATE REGISTRATION FOR EPF, ESI, SERVICE TAX and PAN.	EPF REG. NO.			
		ESI REG. NO.			
		ST REG. NO.			
		PAN NO.			
2	ORGANIZATION TYPE (COMPANY / FIRM REGISTERED / INCORPORATED IN INDIA)	COMPANY / FIRM	Details of Incorporation / registration		
3	INCOME TAX RETURN STATEMENT FOR LAST THREE FINANCIAL YEARS. (2012-13,2013-14,2014-15)	STATUS	2012-13	2013-14	2014-15
		YES/NO			
4	AVERAGE ANNUAL TURNOVER DURING THE LAST THREE FINANCIAL YEARS (2012-13,2013-14,2014-15)	₹ 11.84 LAKHS			
5	EXPERIENCE OF HAVING SUCCESSFULLY COMPLETED SIMILAR WORKS DURING LAST SEVEN YEARS ENDING LAST DAY OF MONTH PREVIOUS TO THE ONE IN WHICH APPLICATION IS BEING INVITED.	QUALIFYING VALUE			
	THREE SIMILAR COMPLETED WORKS COSTING NOT LESS THAN ₹ 15.792 LAKHS	₹ 15.792 LAKHS	WO DETAILS	WO DETAILS	WO DETAILS
			WO VALUE	WO VALUE	WO VALUE
	(OR)		₹	₹	₹
	TWO SIMILAR COMPLETED WORKS COSTING NOT LESS THAN ₹ 19.74 LAKHS	₹ 19.740 LAKHS	WO DETAILS		WO DETAILS
			WO VALUE		WO VALUE
	(OR)		₹	₹	
	ONE SIMILAR COMPLETED WORK COSTING NOT LESS THAN ₹ 31.584 LAKHS	₹ 31.584 LAKHS	WO DETAILS		
			WO VALUE		
			₹		
6	ACCEPTANCE FOR GENERAL INSTRUCTIONS TO TENDERER AND GENERAL TERMS & CONDITIONS OF CONTRACT (Annexure-1A & 1B)	Signed copy to be attached .			
7	ACCEPTANCE FOR SPECIAL TERMS & CONDITIONS OF CONTRACT (Annexure-1C)	Signed copy to be attached .			
8	ACCEPTANCE FOR SCOPE OF WORK & TECHNICAL TERMS AND CONDITIONS (Annexure-1D)	Signed copy to be attached .			
NOTE: 1.CONTRACT WILL BE FINALIZED ON OVERALL L1 BASIS. 2. ATTESTED (By Gazetted officer) COPY OF DOCUMENTS FOR DETAILS FURNISHED ABOVE SHOULD BE ATTACHED .					

PART-I (TECHNO COMMERCIAL BID)		ANNEXURE-1A
ENQUIRY NO / DATE:	9251500043 / 05.10.2015	ENQUIRY DUE DATE: 28.10.2015
NAME OF WORK:	AMC FOR 60 KVA ONLINE UPS AT BHEL TRICHY FOR TWO YEARS (2015-17)	
NAME OF THE COMPANY / FIRM:		

GENERAL INSTRUCTIONS TO TENDERER:

01.	Sealed Tender enclosed for the work is hereby invited from contractor experienced in works of similar kind.
02.	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 relevant conditions, position of materials and labour. Tenderers are also requested to go through General -Terms & conditions and Special - Terms & conditions of Contract , Scope of work ,drawings and specifications and all other documents which form part of the agreement to be entered into.
03.	Tender should be addressed to DGM/ WCM,53-Building,1stFloor, High Pressure Boiler Plant ,BHARAT HEAVY ELECTRICALS LIMITED, Tiruchirapalli- 620 014 . Full name , address of the Tenderer and the name of the work should be noted on the covers of EMD,Technical bid & Price bid with tender No & due date of opening.
04.	The validity of the offer submitted by the tenderer shall be valid for a period of "Six months" from the date of opening of the tender.
05.	All entries in the tender documents shall be made in one ink.Erasure and over-writing are not permitted. All cancellations and insertions should be duly signed by the Tenderer concerned.
06.	Tenderer should fill in all the required particulars in the blank spaces provided for this purpose in the tender documents along with signature on each and every page of the tender document including corrigendum & the drawing attached there to while submitting their tender.
07.	Unit rates should be quoted in figures as well as in words with reference to each item and for all the items shown in the attached schedule. These rates shall be for the furnished work at site. Amount for each item and the totals page by page and also the grand total amount for the contract should also be filled in by the Tenderer.
08.	Rates for each item of the tender schedule should be quoted in Rupees and paise only, Incase any difference in rates quoted to figures and in words, the lower of the rates will be taken as the tendered rate.
09.	Quantities shown in the attached schedule are only approximate and are subject to variation. The rate shall remain firm throughout the contract period. However executed work value shall remain within + 20% (plus Twenty percent) of work order value .
10.	In quoting the rates the tenderer is advised to take into account all factors including any fluctuations in market rates. No claim will be entertained on this account after acceptance of the tender or during the currency of the contract.
11.	Rates quoted shall be inclusive of all royalties, taxes, duties & other taxes except Service tax. Service Taxes as applicable shall be shown extra in the offer. The Bharat Heavy Electricals Limited, Tiruchirapalli will not entertain any claim what so ever in this respect. The applicable Service Tax can be claimed from BHEL, along with monthly bill . While claiming for Service tax, the contractor should produce copies of challans of previous Month/Quarter as proof of deposit of Service Tax, if applicable, along with a declaration that "The Service tax collected from BHEL has been remitted to Service Tax authorities.
12.	If a tenderer find discrepancies or omissions in the drawings or any of the tender documents and should there be doubts as to their meaning, he should at once address 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 taken upon himself to provide for the risk or 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 the firm, all pages of the tender must be signed 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.	Unless the Contractor, whose tender is accepted, signs the contract agreement within seven days (7 days) of the date of the order directing him to do so, the amount of Earnest Money Deposit already deposited by him will be forfeited and acceptance of the tender withdrawn.
15.	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 the Engineering-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 has been awarded to the tenderer and the tenderer refuses to take up the work the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.

Contractor signature/seal

Accepting officer/BHEL

ANNEXURE-1A		
PART-I (TECHNO COMMERCIAL BID)		
ENQUIRY NO / DATE:	9251500043 / 05.10.2015	ENQUIRY DUE DATE: 28.10.2015
NAME OF WORK:	AMC FOR 60 KVA ONLINE UPS AT BHEL TRICHY FOR TWO YEARS (2015-17)	
NAME OF THE COMPANY / FIRM:		
<u>GENERAL INSTRUCTIONS TO TENDERER:</u>		
16.	The 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 therefore. In the case of acceptance of the part of tender, time for completion may also be reduced to the extent considered appropriate by the accepting officer.	
17.	Tenders not submitted in the prescribed forms are liable to be rejected.	
18.	The Contractor who is not in the approved list of contractors of BHEL must submit the following documents along with their offers otherwise offers will be rejected.	
	01). Copy of work order received from any large reputed firm of similar nature to establish that the tenderer is an independent contractor working on his own. The contractor shall furnish details like name of the contact person, mobile no, email id and address.	
	02). Copy of performance certificate from atleast 2 reputed large firms or govt. bodies for having executed similar works satisfactorily in the last two years. BHEL reserves the right to verify with original certificate.	
	03). A certificate from a Bank regarding the tenderer's financial position. (Solvency)	
	04). License details of the firm or the contractor.	
19.	The tender should be accompanied by a list of contracts already held by the contractor at BHEL-Trichy at the time of submission of the tender and giving the following particulars: a). WO reference number and value of contract. b). The balance of work in value remaining to be done for the same.	
20.	Tender may be sent by post or dropped in Tender box available at WCM, 53-Building, BHARAT HEAVY ELECTRICALS LIMITED, Tiruchirapalli- 620 014. Tender submitted by Post should be sent by " Registered Post/Speed post. These should be posted well in advance with due allowance for any delay in postal delivery. Tender received after the due date of opening of tender shall be rejected.	
21.	The Contractor's responsibility under this contract shall commence from the date of work order.	
22.	If a tenderer expires after the submission of his tender or after the acceptance of his tender, the BHEL may at their discretion cancel such tender.	
23.	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 change after obtaining proper legal advice, the cost of which will be charged above to the contractor concerned.	
24.	If the tenderer deliberately gives wrong information in his tender BHEL, reserves the right to reject tender at any stage.	
25.	Words imparting the singular number shall also be deemed to include the plural number and vice the context so required.	
26.	The 'General Instructions to Tenderers' and 'Special Terms and Conditions of Contract' are complementary to each other and where they are in conflict, the ' Special terms and conditions of Contract 'shall prevail.	
27.	The expenses for completing and stamping the agreement shall be paid by the contractor.	
28.	Tenderer shall not increase their quoted rates, in case BHEL, calls for negotiation for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted shall be binding on the tenderers for the period of three months from the date of opening of tenders. (If price negotiation held on any tender, the revised offer should be submitted within a week.)	
29.	All contractors will have to produce PAN/income tax clearance certificate from the Income Tax concerned along with their tender. The contractor whose Income is not taxable will be required to give affidavit for their income on the prescribed form. If the successful tenderer fails to produce the PAN/income tax clearance certificate within the stated period, the Earnest money deposit and the Security Deposit of the tenderer may be forfeited and the contract terminated.	
30.	TENDERERS ARE REQUESTED TO COVER THEIR EMPLOYEE (SUPERVISORS AND LABOURERS) UNDER PF/ESI/GROUP INSURANCE/CONTRACT LABOUR REGULATIONS ACT.	
31.	THE GENERAL INSTRUCTIONS TO TENDERER shall be deemed to form an integral part of the work to be entered into.	

ANNEXURE-1B			
PART-I (TECHNO COMMERCIAL BID)			
ENQUIRY NO / DATE:	9251500043 / 05.10.2015	ENQUIRY DUE DATE:	28.10.2015
NAME OF WORK:	AMC FOR 60 KVA ONLINE UPS AT BHEL TRICHY FOR TWO YEARS (2015-17)		
NAME OF THE COMPANY / FIRM:			
GENERAL TERMS AND CONDITIONS			
A	EARNEST MONEY DEPOSIT:		
	Tender must be accompanied by Earnest Money for the amount mentioned in tender notice, pledged to BHEL, Trichy in any of the forms mentioned below. The Earnest Money Deposit will be refunded to the unsuccessful tenderers within 15 days of acceptance of the award of work by successful tenderer. In the case of successful tenderer, the Earnest Money Deposit will be retained as part of the Security Deposits for satisfactory completion of the work in accordance with clause 2.0 of the General Terms and Conditions of contract.		
A.1	The Earnest Money Deposit may be furnished in form of Pay order or Demand Draft drawn in favour of BHEL-Trichy. Note: EMD shall not carry any interest.		
A.2	Unless the Contractor, whose tender is accepted, signs the contract agreement, within seven days (7 days) of the date of the order directing him to do so, the amount of Earnest Money Deposit already deposited by him will be forfeited and acceptance of the tender withdrawn.		
A.3	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 the 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 has been awarded to the tenderer and the tenderer refuses to take up the work the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.		
B	SECURITY DEPOSIT:		
	The contractor whose tender has been accepted shall, within seven days of receipt of the notification of acceptance of his tender, should deposit the prescribed sum as per Clause 2.1 towards Security Deposit.		
B.1	The rate of security deposit for the contract will be as follows:		
	a). For Contract Valued up to Rs 10.00 Lakh.	: 10% of the Contract value.	
	b). For Contract Valued above Rs 10.00 Lakh upto Rs 50.00 Lakh	: Rs 1 lakh plus 7.5% on the balance of the contract value.	
	c). For Contracts valued above Rs 50.00 Lakh	: Rs 4 lakhs + Plus 5% on the balance of the contract value.	
B.2	The Security Deposit may be furnished in any of the following forms:		
	a). Pay order or Demand Draft drawn in favour of BHEL.		
	b). Local cheques of scheduled banks, subject to realization.		
	c). Securities available from Post offices such as National Savings Certificates, Kisan Vikas Patra etc. (Certificates should be held in the name of the contractor furnishing the security and duly pledged in favour of BHEL, Trichy and discharged on the back).		
	d). Bank Guarantee from scheduled Banks/Public Financial Institutions as defined in the Companies Act. The bank guarantee format should have the approval of BHEL.		
	e). 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.		
	ff). Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit will be collected before start of the work and the balance 50% may be recovered from the running bills.		
	h). EMD of the successful tenderer shall be converted and adjusted against the security deposit. NO INTEREST SHALL BE ALLOWED ON SECURITY DEPOSITS. BHEL, shall not be responsible for any loss of securities due to liquidation or any other reason whatsoever or any depreciation in the value of the Securities while in their charge or for any loss of interest thereon.		
	NOTE: Acceptance of Security Deposit against Sl. No. (c) and (d) above will be subject to hypothecation or endorsement on the documents (Signature of the Branch Manager must be present) in favour of BHEL. However, 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.		

ANNEXURE-1B			
PART-I (TECHNO COMMERCIAL BID)			
ENQUIRY NO / DATE:	9251500043 / 05.10.2015	ENQUIRY DUE DATE:	28.10.2015
NAME OF WORK:	AMC FOR 60 KVA ONLINE UPS AT BHEL TRICHY FOR TWO YEARS (2015-17)		
NAME OF THE COMPANY / FIRM:			
GENERAL TERMS AND CONDITIONS			
B.3	All compensation or other sums of money payable by the contractor to BHEL under the terms of this contract or under any other contract with BHEL, may be deducted from the Security Deposit or realized by the sale of the securities of from the interest arising there from or from any sums which may be due or may become due to the contractor payable by BHEL, on any account whatsoever against this contract of any other contract with BHEL and in the event of his Security Deposit being reduced by reason of such deductions or sale as aforesaid, the Contractor shall within seven days thereafter make good in cash or in securities endorsed as aforesaid, any sum or sums by which the security Deposit has been so reduced.		
B.4	Security Deposit will be refunded on completion of the work and after the expiry of the maintenance period. In case no maintenance period is applicable, then 100% of security Deposit will be refunded after confirming the final bill payment.		
C	INCOME TAX :		
C.1	<p>a). Income tax shall be deducted at the applicable rate in respect of the service contract including supply of labour for any work as follows: # Up to Rs. 10 lakhs: 10% # Above Rs. 10 lakhs up to Rs.50 lakhs: Rs.1 lakh + 7.5% of the amount exceeding Rs. 10 lakhs. # Above Rs. 50 lakhs: Rs 4 lakhs + 5% of the amount exceeding Rs. 50 lakhs. The security Deposit should be collected before start of the work by the contractor.</p> <p>b). Xerox copy of PAN card shall be submitted to Account Dept along with original for verification.</p> <p>c). TDS Certificate will be issued to vendors for each quarter ending as on 30th June,30th Sept,31st Dec. and 31st March during the following quarter.</p>		
D	SERVICE TAX		
D.1	<p>a). Wherever service tax is liable to be paid by the contractor, the contractor shall register himself under the Service Tax Rules and a copy of Certificate of Registration shall be furnished to Accounts Dept</p> <p>b). After registration, the payment of Service Tax shall be effected by the contractor to the Central Government monthly/quarterly based on the invoices raised before the due date of payment The Service Tax Return also shall be submitted to the Government before the due date.</p> <p>c). The invoice/bill in original duly signed by the contractor claiming the payment for Service Tax shall clearly indicate the following: 1) Continuous Serial no & date of the bill 2) Cost of the service 3) Separately showing the Service Tax amount calculated at the applicable rate 4) Separately showing the Cess on Service Tax amount 5) PAN based Service Tax Registration No.</p> <p>d). The service tax claimed in the bill will be paid to the contractor based on the proof of payment of service tax to the Central Government for the previous month/quarter as the case may be.</p>		
E	CENVAT		
E.1	a). Wherever the contractor claims payment for the supply of materials used in the service, "Duplicate for Transporter" copy in original clearly depicting the Cenvat paid apart from the original invoice is required to be submitted to BHEL for the purpose of availing the Cenvat Credit		
F	VALUE ADDED TAX(VAT)		
F.1	a). Wherever the service includes the supply of materials and claim is made for the payment of VAT, the original invoice duly signed by the contractor clearly indicating the cost of materials,rate of VAT,VAT amount,TIN no.is to be submitted for payment and availing the VAT credit.		
G	PAYMENT TERMS		
G.1	Payment shall be made for value of work executed on pro rata basis .		
G.1	Quarterly payment shall be made at the end of every quarter after completion of work and on submission of invoice in triplicate duly certified by engineer in charge and other supporting documents as per contract.		
H	LIQUIDATED DAMAGE/PENALTY :		
H.1	a).If the contractor fails to complete the service/work as per terms & conditions of the order within the delivery schedule, 0.5% of the order value will be deducted for each week of delay or a part thereof subject to a maximum of 15% of the total contract value.		

ANNEXURE-1C	
PART-I (TECHNO COMMERCIAL BID)	
ENQUIRY NO / DATE:	9251500043 / 05.10.2015
ENQUIRY DUE DATE:	28.10.2015
NAME OF WORK:	AMC FOR 60 KVA ONLINE UPS AT BHEL TRICHY FOR TWO YEARS (2015-17)
NAME OF THE COMPANY / FIRM:	
SPECIAL TERMS AND CONDITIONS	
A	AWARD OF CONTRACT:
A.1	The contract will be awarded to overall L1 vendor.
B	FINALIZATION OF CONTRACT BY ADOPTING "REVERSE AUCTION":
	<i>"BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.</i>
	<i>In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non- submission of „online sealed bid“ by the bidder will be considered as tempering of the tender process and will invite action by BHEL as per extant guidelines in vogue."</i>
	<input type="checkbox"/>
	The business rules for Reverse Auction (RA) are as follows:
B.1	Technically and Commercially acceptable Bidders shall only be eligible to participate in the Reverse Auction.
B.2	BHEL shall engage the services of a Service Provider, who shall extend all necessary training and assistance before commencement of ON-LINE-BIDDING through Internet,at NO extra-cost to the Bidders.
B.3	Eligible Bidders shall be informed in writing, about the details of Service Provider, to enable Vendors to contact the Service Provider and get trained.
B.4	Event Date, Time, Start Price, Bid Decrement, Time-Extensions, etc. shall also be communicated through the Service Provider for compliance by Bidders.
B.5	Vendors have to FAX the Compliance Form, before start of RA. Without furnishing the above Compliance Form, Bidders shall not be eligible to participate in the RA.
B.6	BHEL shall provide the calculation sheet through the Service Provider, which shall be helpful to arrive at "TOTAL COST to BHEL", like Packing and Forwarding Charges, Taxes and Duties, Freight Charges, Insurance, Service Tax and other loading factors (for non-compliance to BHEL Standard Commercial Terms and Conditions), for each of the Bidder, to enable them to fill in the price and keep it ready for inputting data during the RA.
B.7	RA shall be conducted on a pre-determined Date and Time.
B.8	At the end of RA, the lowest Bid Value will be known on the Network.
B.9	Lowest Bidder has to FAX the Prescribed Format, duly filled in and signed in, as provided, on a case-to-case basis, to the Service Provider, within 24 Hours of RA without fail.
B.10	Any variation between the ON-LINE Bid Value and the signed document will be considered as unethical the Tender process and will invite disqualification of Bidder, for further business dealings with BHEL as per the prevailing procedure.
B.11	Rules for finalization of procurement, Terms and conditions for Reverse Auction ,Process compliance form ,Final price bid conformation shall be provided to technically and commercially accepted bidders.
C	DEPLOYMENT OF WORKMEN & SUPERVISORS
	a). A list containing the name of persons who are working, their age, designations, pay, nature of work is to be furnished immediately on receipt of work order, in triplicate.
	b). The work should be carried out in the presence of contract supervisor and prior permission should be obtained from the concerned supervisor and the section before starting the work.
	c). The Contractor is required to cover their employee/labourers by suitable insurance scheme (like Janatha Insurance) against any risk. The policy taken by them should be produced to BHEL authorities concerned before commencing the work.

ANNEXURE-1C			
PART-I (TECHNO COMMERCIAL BID)			
ENQUIRY NO / DATE:	9251500043 / 05.10.2015	ENQUIRY DUE DATE:	28.10.2015
NAME OF WORK:	AMC FOR 60 KVA ONLINE UPS AT BHEL TRICHY FOR TWO YEARS (2015-17)		
NAME OF THE COMPANY / FIRM:			
SPECIAL TERMS AND CONDITIONS			
D	BIOMETRIC ENTRY/EXIT SYSTEM FOR CONTRACT WORKMEN		
	a).The Entry/Exit of the contract workmen is to be regulated only through Biometric system.		
	b).The Contractor initially will be issued with a temporary gang pass for his/her contract workmen for a period of ten days.		
	c).The contractor should arrange photo coverage for all his/her workmen within the above stipulated time.		
	d).The contractor has to submit Form I for all his/her contract workmen. All the particulars required in Form I are to be provided by the contractor without fail.		
	e).The contractor should educate the contract workmen in registering the attendance through the system.		
	f).Whenever a contract workman migrates or leaves service, the contractor has to surrender the biometric card of the particular contract workman to Contract Cell with immediate effect.		
	g).If a contract workman having biometric card joins another contractor, the contractor who engages them, has to intimate contract cell along with the biometric card for switching over the contract workmen from the earlier contractor to the present contractor.		
	h).On completion of the work, the contractor has to surrender all the biometric cards immediately to the contract cell. Otherwise, an amount of Rs.100/- per card will be deducted from the final bill/security deposit of the contractor.		
	i).If any contract workmen lose his/her card, the contractor shall arrange a duplicate card for the workmen by paying an amount of Rs.100/-.		
	j).The Contractor is totally responsible for the biometric cards issued to his/her contract workmen.		
E	SAFETY :		
	a). In case of cable laying ,work should be carried out after getting the prior permission from the concerned electrical supervisor and civil department for digging the road when it is required to ensure that proper precautions are taken.		
	b). While digging the road, a good barricade and proper sign boards should be provided in the area.		
	c). While erecting the poles, proper safety precautions such as supporting the poles, tying with ropes suitable lifting tackles etc. are to be adhered.		
	d). While working at heights, proper platform ladder, safety belts, etc. should be used.		
	e). The necessary safety equipments such as gloves, lineman's belts etc. should be used.		
	f). Any other safety measure as necessitated by the nature of work should be strictly followed.		
	g). If Contractor's workmen are found to violate the safety regulations punitive action will be taken by with-holding a sum of Rs. 100/- to Rs. 500/- for each such violation.		
	h). These safety measures shall be deemed to form an integral part of the work order/agreement.		
F	COMPLIANCE WITH VARIOUS LABOUR LAWS :		
	The Contractor shall in respect of labour employed by him either directly or through sub contractors, comply with or cause to be complied with the following statutory provisions, rules & in regard to all matters provided therein.		
	a). The Contract labour (Regulation & Abolition) Act 1970 and the related Tamilnadu Rules.		
	b). The Minimum Wage Act 1948 and the related Tamilnadu Rules.		
	c). The Payment of Wages Act 1936 and the related Tamilnadu Rules.		
	d). The Factories Act 1948 and the related Tamilnadu Rules.		
	e). Employee's Provident Fund & Miscellaneous Provision Act 1952.		
	f). The Workmen Compensation Act 1923.		
	g). The Industrial Dispute Act 1947.		
	h). Additional Amount of Rs 2500/-,Rs 3500/-,Rs 4100/- Rs 4100/- to all Unskilled, Semiskilled, Skilled labourers and Supervisors respectively over and above the minimum wage as per BHEL Corporate guidelines.		
	i). Bonus payment to be made for the Contract employees as per Bonus Act.		
	TENDERERS ARE REQUESTED TO COVER THEIR EMPLOYEE (SUPERVISORS AND LABOURERS) UNDER PF/ESI/GROUP INSURANCE/CONTRACT LABOUR REGULATIONS ACT.		

PART-I (TECHNO COMMERCIAL BID)

ENQUIRY NO / DATE:	9251500043 / 05.10.2015	ENQUIRY DUE DATE:	28.10.2015
NAME OF WORK:	AMC FOR 60 KVA ONLINE UPS AT BHEL TRICHY FOR TWO YEARS (2015-17)		
NAME OF THE COMPANY / FIRM:			

SCOPE OF WORK AND TECHNICAL TERMS AND CONDITIONS

SCOPE OF THE WORK

- Maintenance of 20 No. Emerson make 7400M model 60 KVA UPS.
- Maintenance for a period of two years.
- Maintenance charges will be paid quarterly at the end of every three months

A. Technical Terms & Conditions

1. Bidder shall carry out proper maintenance of the UPS to ensure and provide a monthly uptime of minimum 99%.
2. The contract shall cover services, repairs and replacements necessary to keep the equipment in good working order on reasonable use of the equipment, but shall not include replacement of batteries.
3. Replacement for failed batteries will be provided by BHEL. The bidder shall shift the batteries to the location and in
4. One-time relocation of UPS along with batteries, if necessary, is in the scope of the bidder.
5. Service should be performed by trained Service Engineers.
6. Service includes Four Pre-Scheduled Quarterly Preventive Maintenance Service.
7. Bidder shall provide necessary tools and instruments to the Service Engineer for the purpose of servicing the equipment covered by the contract.
8. All service calls shall be resolved within 2 hours. Service call shall be registered thro' phone.
9. Adequate stocks of spares shall be stocked in and around BHEL premises, to ensure the committed availability.
10. The service engineer shall be capable of resolving hardware issues that crop up from time to time in the UPS and subject to clearance by BHEL.
11. When an UPS does not perform to the committed uptime, then payment cut will be effected.
12. If the availability of the system or part thereof is continuously below 85% over a period of 3 months, BHEL reserves the right to terminate the contract in full without any cost implications.
13. AMC period will start from the date specified in the contract and the quarterly AMC charges become payable at the end of every three months.
14. The AMC is limited to a Maximum of two years. No additional charges shall be levied by Bidder during the contract period of two years.
15. Bidder should confirm his acceptance to all the terms and conditions of the contract. Offers without the acceptance to all the terms and conditions will not be considered for further evaluation.
16. If the uptime for an item for the month is less than the committed uptime, then the payment cut will be effected as follows:

$$\text{Payment cut in Rs.} = (\text{Downtime in hrs} / 720) \times (\text{Quarterly maintenance charges} / 3) \times 8$$

where 8 is the penalty factor.

The total of such payment cut is subject to a maximum of 15 % of total quarterly charges for all the items.

PART-I (TECHNO COMMERCIAL BID)

ENQUIRY NO / DATE:	9251500043 / 05.10.2015	ENQUIRY DUE DATE:	28.10.2015
NAME OF WORK:	AMC FOR 60 KVA ONLINE UPS AT BHEL TRICHY FOR TWO YEARS (2015-17)		
NAME OF THE COMPANY / FIRM:			
B. Preventive maintenance activities			
1.	Cleaning of Unit.		
2.	Checking and Adjustment of Power parameters like Input/Output voltage & Current.		
3.	Checking and Adjustment of Control parameters on different PCBs.		
4.	Tightness of all connection, if shut down is possible.		
5.	Functional Checking of Rectifier section.		
6.	Functional Checking of Inverter section.		
7.	Functional Checking of Static Switch Section.		
8.	Operational test of the system including unit transfer and battery discharge, BHEL approval		

PART-II (PRICE BID)

ENQUIRY NO / DATE:	9251500043 / 05.10.2015	ENQUIRY DUE DATE:	28.10.2015
NAME OF WORK:	AMC FOR 60 KVA ONLINE UPS AT BHEL TRICHY FOR TWO YEARS (2015-17)		
NAME OF THE COMPANY / FIRM:			

SL NO	DESCRIPTION	QTY (Nos.)	Maintenance charge per Qtr. per unit [Excluding taxes](₹)	Taxes		Maintenance charge per Qtr. per unit [Including taxes](₹)	Total Maintenance charge per Qtr. [Including taxes](₹)	Total Maintenance charge for two years [Including taxes](₹)
				%	Value (₹)			
1	AMC FOR MAINTENANCE FOR 60 KVA ONLINE UPS	20						

Contractors Signature / seal

Accepting officer/BHEL