



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

Tender Ref :BHEL/EDN/ITS/UPS/AMC/2015

Phone: 26998800

NOTICE INVITING TENDER

1. Tender Reference : BHEL/EDN/ITS/UPS/AMC/2015 Dt. 28-10-2015
2. Name of the work : AMC for UPS
3. Duration of Contract : ONE year
4. Earnest money deposit : Rs. 10,000/-
5. Last date and time for the submission of completed tender : **before 13.00 Hours on 18-11-2015**
6. Date and time for tender opening : At 13:30 Hours on 18-11-2015
7. Place of submission of completed tender: To be dropped in the **IT&S (Box No. 2)**
Tender Box kept in the Reception Area at BHEL,
Electronics Division, Mysore Road, Bangalore – 560 026.

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

1. Scope of work and terms & conditions
2. Instructions to tenderer
3. Security Deposit (Annexure II)
4. Description of equipment (Annexure – IV)
5. Format for Technical & commercial terms (Annexure –V)
6. Price bid (Annexure-VI)

Note: The tenderer shall return the duly filled in Tender Documents after affixing signature on all pages.

For Bharat Heavy Electricals Ltd.,

(N. Sriramraju)
Dy.Manager / IT&S



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

Tender Ref :BHEL/EDN/ITS/UPS/AMC/2015

Scope of Work and Terms & Conditions

1. Scope of work:

1.1 The AMC will be comprehensive with spares, labour and replacement of all defective components **except batteries.**

1.2 Maintenance of UPS of different rating & Makes as per Annexure - IV

1.3 At least 1 qualified and experienced service engineer on approval of by BHEL shall be stationed in BHEL for providing the desired levels of service. The engineers shall be covered under the Provident Fund and ESI schemes, by the bidder. The engineers shall be subjected to approval by BHEL/EDN before placement.

1.4 Providing the said services during BHEL office hours viz., 7:30 am to 4:30 pm (Mon to Fri).
7.30 am to 12.30 pm (Sat)

1.5 DOWNTIME DEDUCTION.

a) DOWNTIME CALCULATION :

Any complaint / incident has to be resolved within 24 hours from the time of registration of complaint/incident on BHEL –EDN working days (Excluding holidays).

Formula : Let Quarterly AMC amount of equipment is Rs.A, Then deduction will be :
 $(A/90/24)^*$ (No. of down time hours beyond 24 hours)

Note: Downtime Hours for want of batteries to be provided by BHEL will not be considered.

b) In the event of failure of the vendor in meeting the above clause and sub-clauses of 1.4

(a) BHEL reserves the right to deduct the AMC charges for the equipment. BHEL may also take action to repair the equipment by any other agency and debit the cost of the same together with the incidental expenditure to the vendor without notice

2. Minimum Qualification Requirements of the bidders:

a) The bidder should have office in Bangalore installed with land line/mobile telephone,

b) The bidder should have executed similar contract in the past. (provide documentary proof)

c) The bidder should have PAN and Service Tax registration number

3. Statutory requirements: The tenderer shall comply with all statutory requirements such as ESI/ Medical Insurance, PF and Death cum Accident Insurance Policy.

4. Payment terms: The payment will be made on quarterly basis after completion of each quarter and submission of invoices.

Payments will be through Electronic Fund Transfer (EFT) only. Details regarding bank account shall be provided in BHEL's standard format which is enclosed at Annexure- III.

5. Security Deposit: Successful vendor shall make Security Deposit in favor of BHEL as per Annexure II.



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

Tender Ref :BHEL/EDN/ITS/UPS/AMC/2015

6.FORECLOSURE: BHEL reserves the right to foreclose the contract or remove equipment from the contract at any point of time with prior intimation.

7.EVALUATION: The vendor should quote for all the items mentioned in the enquiry. In case partial offer for certain category/items only received, the offer is liable for rejection. The tender is undivisible ie., single contract will issued to L1 bidder for all the items. Price evaluation will be made on the total bid price and not on individual item wise

8.CONFIDENTIALITY: Vendor/Lessor/service provider shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents, etc. belonging to the BHEL and also of the Systems, procedures, reports, input documents, manuals, results and any other company documents discussed and/or finalised during the course of execution of the order/contract. A third party non-disclosure agreement has to be submitted in BHEL standard format

9.ACCEPTANCE OF ORDER

Letter of acceptance of the Work order along with Security Deposit is to be submitted within two weeks of receipt of Work Order.

10.SPECIAL CONDITIONS OF CONTRACT:

Vendor shall deploy minimum an employee, who should be qualified for execution of the work awarded to him considering the detailed scope of work given hereunder and he or his authorized representative will be solely entitled to instruct such person about the manner in which the awarded work is to be carried out as per the work instructions, prescribed specifications and as directed by and to the satisfaction of BHEL. The Vendor shall be fully responsible for the work awarded to him and fulfilling various legal and contractual obligations including those mentioned herein.

Vendor shall ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal records. Such employees should possess requisite skill, proficiency, experience etc. to carry out the work.

Vendor shall maintain appropriate records of his employee(s) deployed to carry out the job. Vendor shall provide employment card/identity card with photograph duly verified and attested by the Vendor to his employee deployed to execute the work. Vendor shall also indicate the name of the proprietary/partnership form/company, place of work, contact number and duration of validity of the card etc. in such identity card.

Vendor will ensure that the job is executed through his employee(s) on his rolls only and under no circumstances the Vendor will deploy any casual employees to carry out the job. Further, the Vendor will be fully responsible for the good conduct of his employee(s) deployed to execute the work. In case of any misconduct/misbehavior by any employee, the Vendor will replace such employee(s) immediately after taking necessary approvals of BHEL.



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

Tender Ref :BHEL/EDN/ITS/UPS/AMC/2015

Vendor will keep a watch on his employee(s) and he will be liable for any pilferage /loss to BHEL due to Acts of omission and commission by his employee(s). Similarly for any liability to pay compensation to outsiders and his employee(s) on account of any act of omission and commission by the employees deployed by the Vendor shall lie exclusively with Vendor.

Vendor shall ensure that all precautions are taken for safety of his employee(s). The Vendor shall be responsible for enforcing all safety regulations as applicable inside the factory, while undertaking the job tendered herewith. The Vendor shall be responsible for enforcing all safety regulations as applicable on his employees and shall strictly ensure wearing of safety equipment as applicable by them inside the factory.

In the event of termination of contract for any reason whatsoever, the Vendor shall withdraw all his employees and his equipment, if any, from the establishment of BHEL.

The Vendor shall comply with all statutes including but not limited to the provisions of the Factories Act 1948, Child Labour Prohibition Act 1986, Employer's Liability Act, 1938, Industrial Disputes Act 1947, Minimum Wages Act 1948, Payment of Wages Act 1936, Employee's Compensation Act 1923, EPF& MP Act 1952, Payment of Gratuity Act 1972, ESI Act 1948, the Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act 1961, Maternity Benefit Act 1961, Service Tax Rules & other Acts -Central or State and Rules, Regulations and Notifications by the concerned authorities thereto and amendments made thereunder from time to time along with other statutory obligations and relevant labour laws that may be applicable to him in relation to employment of his employee(s). Vendor shall take necessary insurance policy for his employee(s) to cover workmen's compensation and accidental cover as may be applicable.

BHEL will provide materials for repairs wherever applicable and agreeable. However, it will be the responsibility of the Vendor to ensure that materials to be available for repairs.

Vendor shall furnish proper Returns to the concerned statutory authorities wherever applicable and provide a copy of the same to BHEL.

Vendor shall issue wage slips to his employees. In case, the Vendor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities & a claim is made against BHEL for whatsoever reason, the security deposit/other dues/running bills under the contract can be utilized by BHEL to discharge the liability of the Vendor.

Vendor shall indemnify BHEL against all claims and losses if it suffers under various labour laws, statues or any civil or criminal law in connection with employees deployed by him.

The liability for any compensation on account of injury sustained by an Employee of the Vendor will be exclusively that of the Vendor, as BHEL is not the employer for him.



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

Tender Ref :BHEL/EDN/ITS/UPS/AMC/2015

The Vendor shall take, at his own cost the necessary licenses in respect of this work. The expenses in completing the formalities in executing the agreement including execution on stamp paper shall also to be borne by the Vendor.

Vendor shall obtain necessary insurance cover at his own cost to mitigate any risk of accidents, losses, damages etc. including insurance for all the employee(s) employed on the works towards payments for Employee's Compensation in case ESI Act is not applicable to him. The Insurance has to be taken out within 15 days of the issue of PO. Half per cent (0.5%) of the amount shall be deducted from every bill if the Vendor fails to produce a proof of having taken such an insurance to cover his employee(s). Notwithstanding, the Vendor shall be fully responsible for the consequences arising out of such default. BHEL shall not be responsible for any losses, damages to the Vendor or to his employees.

The Vendor shall be liable to pay all and any sum or sums that may become payable as contribution, compensation, penalty, fine or otherwise, under the provisions of law wherever applicable to or on behalf of any employee(s) employed by the Vendor as may be demanded by any authority empowered under any of the above relevant Act. Any cost incurred by the Management of BHEL in connection with any claim or proceedings under the said Acts or in respect of loss, injury or improper performance of this contract by the Vendor, his employee(s), servant and any money which may become payable to the management of BHEL as aforesaid shall be deemed to be deducted by the management of BHEL from any money due or accruing to the Vendor by the management of BHEL or may be recovered by the management of BHEL from the Vendor in the other manner.

The management of BHEL shall be at liberty to terminate the contract by issuing a month's notice to the Vendor without assigning any reason what so ever. As regards unsatisfactory performance as stated elsewhere in the contract or non-compliance with any of the terms & conditions of the contract by the Vendor, the management of the BHEL shall have the right to terminate the contract forthwith without notice & rearrange the balance work through other agencies at the risk & cost of the Vendor and under such circumstances, the security deposit paid by the Vendor shall stand forfeited.

If the management of BHEL engages any other Vendor or itself complete any part or whole of the work under this contract for any period due to failure of the Vendor to perform the work, the Vendor shall reimburse BHEL, the extra cost involved on this account. The extra cost of engaging such Vendor/ or Engineer by BHEL will be computed taking relevant factors into consideration, for recovery from the Vendor.

Without prejudice to any rights or remedies hereunder, if the Vendor dies, becomes insolvent or is wound up, BHEL shall have the right to terminate this contract without any liability whatsoever.



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

Tender Ref :BHEL/EDN/ITS/UPS/AMC/2015

THIRD PARTY NON-DISCLOSURE AGREEMENT

I, _____, on behalf of the _____ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with BHEL on contract is confidential and that the nature of the business of the BHEL is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL. Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL all documents and property of BHEL, including but not necessarily limited to: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, and are reasonable given the nature of the business carried on by the BHEL. I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at _____, this ____ day of _____, 20__.

Name
Company
Signature



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

Tender Ref :BHEL/EDN/ITS/UPS/AMC/2015

INSTRUCTIONS TO TENDERER

1. The offer shall be submitted in two separate sealed envelopes as follows:

Envelope 1 - to be marked as “ **Technical & Commercial**”
(except Annexure – VI)

Envelope 2 - to be marked as “ **Price Bid**” (as per Annexure – VI)

Unpriced price bid to be submitted along with technical & commercial bid.

2. The sealed envelopes should to be super scribed with **tender reference, type of tender and tender opening date.**
3. Tender should be addressed to the Dy.Manager (IT&S) 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 Tender cover.
4. 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.
5. 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 before submitting tender.
6. Price should be quoted in figures as well as in words in Indian Currency only, i.e. Rupees and Paise. The tenderer should have Service tax registration number if applicable and service tax shall be claimed separately and shall not be included in the basic rates quoted.
7. 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.
8. (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 entire contract period in case his tender is accepted.



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

Tender Ref :BHEL/EDN/ITS/UPS/AMC/2015

9. Before tendering, the tenderers are advised to inspect the machine 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, and specifications and all other documents which form part of the Annual maintenance contract..
10. Please note that the tender will be opened in the presence of the tenderer or his authorised representatives (maximum two per organisation) who choose to be present with authorisation letters. If in any case, the date of tender opening falls on Holiday, the tender will be opened on the next working day.

11. Earnest Money Deposit.

EMD in the form of Pay Order/ Bank Draft in favour of “Bharat Heavy Electricals Limited” payable at Bangalore. In the absence of submission of EMD, the offer is liable for rejection; however eligible MSE bidders are exempted.

“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 CA certificate (format enclosed at Annexure-I 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 in case of two part bid). Non submission of such document will lead to consideration of their bid as par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required document is 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 Gazetted officer.”

The Earnest Money will be refunded to the bidders after finalization of the award of work.

12. The 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.
13. 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.
14. The Contractor's responsibility under this contract shall commence from the date of receipt of the order or acceptance of his tender.



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

Tender Ref :BHEL/EDN/ITS/UPS/AMC/2015

15. Any covering letter and comments of the Contractor should be submitted in duplicate along with the offer.
16. The Contractor shall comply with the provision of Employees Provident Fund and Miscellaneous Provisions Act 1952 and rules, regulations and other orders issued thereunder. 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 if applicable. He shall also furnish such returns as are due, under the Act, to be sent to the appropriate authorities through the Principle Employer".
17. 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.
18. If any action is brought in by P.F. Commissioner/ESI authorities on BHEL for the work done by the Contractor for his laborers 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.
19. If applicable, the contractor shall insure all his laborers 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.
20. Contractor shall produce necessary records, documents, explanation whenever he is called upon to by any Government agencies like ESI, PF, VIGILANCE etc.
21. Wherever, Service Tax is applicable
 1. The Tenderers shall furnish the service Tax Registration Number in their offer
 2. If the Tenderer is not having Service Tax Registration Number, he shall submit an undertaking to the effect that
 - a. in case he is awarded the contract, he shall register with Service Tax Authorities and furnish the Registration Number before commencement of work.



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

Tender Ref :BHEL/EDN/ITS/UPS/AMC/2015
OR

- b. his turnover value is below the threshold limit prescribed by the Service Tax Act and in case he is awarded the contract, whenever his turnover crosses the threshold limit at any time during the execution of the contract, he shall forthwith register with Service Tax Authorities and furnish the Registration Number to BHEL. (This sub-clause is NOT applicable where the taxable turnover of the present tender is above the prescribed threshold limit).
3. Any offer not complying with the above clauses is liable to be rejected.
 4. The above clauses apply even where the price quoted is “inclusive of taxes”.
 5. If the Service Tax Registration Number is not furnished to BHEL before the first bill is submitted (except as provided in clause 2(b) above), the bills will not be passed (even if the price is “inclusive of taxes”).
 6. In case of contracts involving multiple bills, every bill (commencing with the 2nd bill) shall be accompanied with a declaration that the contractor has discharged his tax liability on the earlier bill (i) by paying the money to the Government (along with Challan details) or (ii) by utilization of input Service Tax Credit available with him or (iii) being exempt as his turnover continues to be below the threshold limit. In the absence of such a declaration, the bill shall not be passed.
 7. In case of contracts involving a single bill, the bill shall be accompanied with an undertaking that the contractor shall discharge his tax liability on that bill as per law.



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

Tender Ref :BHEL/EDN/ITS/UPS/AMC/2015

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.

1. Fraud Prevention

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.

2. SETTLEMENT OF DISPUTES

Except as otherwise specifically provide in the order/contract, all disputes concerning questions of the facts arising under the order/contract, shall be decided by the Purchaser/BHEL, subject to written appeal by the Bidder to the Purchaser, whose decision shall be final to the parties hereto.

Any disputes or differences shall be to the extent possible settled amicably between the parties hereto, failing which the dispute issues shall be settled through arbitration.

However, the bidder shall continue to perform the order/Contract, pending settlement of dispute(s)

3. ARBITRATION

In all cases of disputes emanating from and in reference to this contract, the matter shall be referred to the arbitration. All disputes or differences between the parties will be resolved through arbitration governed by "The arbitration and conciliation Act,1996"as amended from time to time. The venue of arbitration should be in Bangalore.



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

Tender Ref :BHEL/EDN/ITS/UPS/AMC/2015

Annexure-I

Certificate by Chartered Accountant on letter head

This is to Certify that M/S
....., (hereinafter
referred to as company) having its registered office at is registered under
MSMED Act 2006, (Entrepreneur Memorandum No (Part-II)..... dtd:
....., Category: (Micro/Small). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year.....as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises :** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1772(E) dated October 5, 2006:
Rs.....Lacs
2. **For service Enterprises :** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:
Rs.....Lacs

(Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs for
.....Micro/Small **(Strike off which is not applicable)** Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/Small) **(Strike of which is not applicable)** and the date of graduation of such enterprise from its original category is..... (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No.3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name –

Membership number –

Seal of Chartered Accountant



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

Tender Ref :BHEL/EDN/ITS/UPS/AMC/2015

Annexure - II

Security Deposit

1. The rate of Security Deposit will be as below:

<u>Value of the order</u>	<u>Rate</u>
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.

The security Deposit should be collected before start of the work by the contractor.

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 the Security Deposit should be collected 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 be subject to hypothecation or endorsement on the documents 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.

Security deposit shall not be refunded to the contractor except in accordance with the terms of the contract.



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

Tender Ref :BHEL/EDN/ITS/UPS/AMC/2015

Annexure - III
Electronic Funds Transfer (EFT) OR
Paylink Direct Credit Form

Please Fill up the form in **CAPITAL LETTERS** only.

TYPE OF REQUEST(Tick one): CREATE CHANGE

BHEL Vendor / Supplier Code: _____

Company Name : _____

Permanent Account Number(PAN): _____

Address: _____

City:	PINCODE	STATE
Contact Person(s)		
Telephone No:		
Fax No:		
e-mail id:		

1 Bank Name:		
2 Bank Address:		
3 Bank Telephone No:		
4 Bank Account No:		
5 Account Type: Savings/Cash Credit		
6 9 Digit Code Number of Bank and branch appearing on MICR cheque issued by Bank		
7 Bank swift Code(applicable for EFT only)		
8 Bank IFSC code(applicable for RTGS)		
9 Bank IFSC code(applicable for NEFT)		

- A 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.
- B 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.
- C This authority remains in full force until BHEL, EDN, Bangalore receives written notification requesting a change or cancellation.
- D 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:

Authorised Signatory:

Designation:

Company Seal

Telephone NO. with STD Code

Bank Certificate

We certify that _____ has an Account No _____ with us and we confirm that the bank details given above are correct as per our records.

Date:

(.....)

Place:

Signature

Please return completed form along with a blank cancelled cheque or photocopy thereof to:

Bharath Heavy Electricals Ltd,
 Electronics Division, Mysore Road,
 BANGALORE - 560 026

In case of any Query, please call : 080-26998xxx / 2674xxxx or fax no. 080-2674xxxx



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

Tender Ref :BHEL/EDN/ITS/UPS/AMC/2015

Annexure - IV

Description of Equipment

UPS

Sl.No.	Ratings in VA	Make	Qty
1	1000	APC	40
2	1000	EMERSON	20
3	2000	APC	15
4	2000	EMERSON	20
5	2200	APC	60
6	2200	APC	30
7	3000	EMERSON	80
8	5000	ALFA	1
9	7500	APC	1
		Total:	267

Note:

Probable commencement of AMC will be 01/01/2016 or after the date of issue of Work Order for a period of 12 months.

For SL NO. 4 commencement of AMC will be 01/02/2016 and keeping the end date same.



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

Tender Ref :BHEL/EDN/ITS/UPS/AMC/2015

Annexure – V

Format for Technical & Commercial terms

S.N	Description	Agreed - Yes/No
1	The AMC will be comprehensive with spares, labour and replacement of all defective components except batteries.	
2	At least 1 qualified and experienced service engineer on approval of BHEL shall be stationed in BHEL for providing the desired levels of service. The engineer shall be covered under the Provident Fund and ESI schemes, by the bidder. The engineers shall be subjected to approval by BHEL/EDN before placement.	
3	Providing the said services during BHEL office hours viz., 7:30 am to 4.30 pm.	
4	Downtime deduction as per scope of work clause 1.5 Acceptance	
5	Payment will be made quarterly in arrears.	
6	Whether Security Deposit shall be produced.	
7	Whether the tenderer agrees to comply with all statutory requirements such as ESI/ Medical Insurance, PF and Death cum Accident Insurance Policy	
8	Whether the tenderer has submitted EMD along with this offer.	
9	BHEL reserves the right to foreclose the contract or remove equipment from the contract at any point of time with prior intimation	
10	Vendor/Lessor/service provider shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents, etc. belonging to the BHEL and also of the Systems, procedures, reports, input documents, manuals, results and any other company documents discussed and/or finalised during the course of execution of the order/contract. A third party non-disclosure agreement has to be submitted in BHEL standard format.	

Declaration:- I / We _____ have gone through the terms and conditions of this tender No. _____ and undertake to accept the AMC contract if the contract is awarded to us.



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

Tender Ref :BHEL/EDN/ITS/UPS/AMC/2015

Annexure - VI

PRICE BID

UPS

Sl. No.	Ratings in VA	Make	Qty	Unit AMC rate/annum	Rate of Tax in %	Total
1	1000	APC	40			
2	1000	EMERSON	20			
3	1000	APC	15			
4	2000	EMERSON	20			
5	2200	APC	60			
6	2200	APC	30			
7	3000	EMERSON	80			
8	5000	ALFA	1			
9	7500	APC	1			
		Total Qty:	267	TOTAL:		

Note:

1. No column should be left blank. If any column is left blank the offer is liable to be rejected.

Rates quoted shall be excluding taxes.

2. This price bid (part-2) shall be submitted in a separate sealed envelope along with tender document.

3. 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 bidders.

4. Tax rates & breakup percentage of labour & Materials to be brought out.