

=====

TENDER SPECIFICATION

TENDER NO. BHEL/NR/SCT/IT-MAINT/AMC/919

FOR

**“ANNUAL MAINTENANCE CONTRACT FOR FACILITY MANAGEMENT
SERVICES FOR TWO YEARS FOR BHEL PSNR.”**

PART I – TECHNICAL BID



Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
Power Sector – Northern Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar, NOIDA – 201 301(INDIA)



ISO 9001, ISO 14001 OHSAS
18001 and SA 8000 certified
company
SubContract and Purchase
Deptt.

Bharat Heavy Electricals Limited

(A Govt. Of India Undertaking)

Power Sector – Northern Region,

Plot No. 25 , Sector - 16A ,

Distt. Gautam Budh Nagar,

NOIDA – 201 301(INDIA)

Phone: 091-0120-2416274/6540

Fax: 091-0120-2416528

Email: samriddhi@bhelsnr.co.in/ankita@bhelsnr.co.in

TENDER NO. BHEL/NR/SCT/IT-MAINT/AMC/919

IMPORTANT NOTE

PURCHASER OF THIS TENDER DOCUMENT IS ADVISED TO CHECK AND ENSURE COMPLETION OF ALL PAGES OF TENDER DOCUMENT AND REPORT ANY DISCREPANCY TIMELY FOR CORRECTIVE ACTION, IF ANY, TO THE ISSUING AUTHORITY BEFORE THE BIDS ARE SUBMITTED. ORIGINAL COPY OF TENDER DOCUMENT COMPLETE IN ALL RESPECTS MUST BE SUBMITTED BACK AS PART OF THE BID WITHOUT WHICH THE SAME IS LIABLE TO BE REJECTED BY BHEL.

THIS TENDER SPECIFICATION ISSUED TO:

M/S-----

Rev 01
1st Jun
2012

NOTICE INVITING TENDER

(Document No PS:MSX:NIT)

Bharat Heavy Electricals Limited



Ref: BHEL/NR/SCT/IT-MAINT/AMC/919

=====

NOTICE INVITING TENDER (NIT)

NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES

OR

PURCHASE TENDERS FROM THIS OFFICE ALSO

=====

To

Dear Sir/Madam

Sub : NOTICE INVITING TENDER

Sealed offers in two part bid system are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-I) for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

1.0 Salient Features of NIT

SL NO	ISSUE	DESCRIPTION	
i	TENDER NUMBER	BHEL/NR/SCT/IT-MAINT/AMC/919	
ii	Broad Scope of job	Annual Maintenance Contract for Facility Management Services for two years for BHEL PSNR	
iii	DETAILS OF TENDER DOCUMENT		
a	Volume-IA	<i>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc</i>	Applicable
b	Volume-IB	<i>Special Conditions of Contract (SCC)</i>	Not Applicable
c	Volume-IC	<i>General Conditions of Contract (GCC)</i>	Applicable
d	Volume-ID	<i>Forms and Procedures</i>	
e	Volume-II	<i>Price Schedule (Absolute value).</i>	Applicable
iv	Issue of Tender Documents	<p>1. <u>Sale from BHEL PS Regional office at :</u> Start : 17/05/2013 , Time : 0900 to 1200 Hrs Closes: 07/06/2013 , Time : 1200 Hrs</p> <p>2. From BHEL website (www.bhel.com) Tender documents will be available for downloading from website till due date of submission</p>	Applicable/ Not applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	Date: 07/06/2013, Time: 1500 Hrs. Place : Noida (UP)	Applicable
vi	OPENING OF TENDER	Date : 07/06/2013, Time : <i>(within 2 hours of the latest due date and time of offer submission).</i> Notes: <i>(1) In case the due date of opening of tender</i>	Applicable

		becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day. (2) Bidder may depute representative to witness the opening of tender	
vii	EMD AMOUNT	Rs.20,000/-	Applicable
viii	COST OF TENDER	Rs 2000/-.	Applicable/Not Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	Date: Along with soft version also, addressing to undersigned & to others as per contact address given below	Applicable/Not Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)	Date :	Applicable/Not applicable.
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)		Applicable/Not Applicable
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications →View Corrigendums) and not in the newspapers . Bidders to keep themselves updated with all such information	

- 2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed & stamped on each page, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**
- 3.0 Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Power Sector Regional HQ at Noida issuing the Tender, along with techno-commercial offer. Bidder may also choose to deposit the Tender document cost by cash at the Cash Office as stated above against sl no iv of 1, on any working day; and in such case copy of Cash receipt is to be enclosed with the Techno Commercial offer. Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL PS HQ at Noida, Sundays and second/ last Saturdays
- 4.0 Unless specifically stated otherwise, bidder shall deposit EMD through Demand Draft/Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Noida. For other details and for 'One Time EMD' please refer General Conditions of Contract.
- 5.0 **Procedure for Submission of Tenders:** The Tenderers must submit their Tenders to Officer inviting Tender, as detailed below:
- PART-I consisting of 'PART-I A (Techno Commercial Bid)' & 'PART-I B (EMD/COST of TENDER)' in two separate sealed and superscribed envelopes (ENVELOPE-I & ENVELOPE-II)
 - PART-II (Price Bid) – in sealed and superscribed envelope (ENVELOPE-III)
 - One set of tender documents shall be retained by the bidder for their reference
- 6.0 The contents for ENVELOPES and the superscription for each sealed cover/Envelope are as given below. **(All pages to be signed and stamped)**

Sl no	Description	Remarks
	Part-I A	
	<p>ENVELOPE – I superscribed as : PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:</p> <p>CONTAINING THE FOLLOWING:-</p>	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	<p>Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above.</p> <p>Note:</p> <p>a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.</p> <p>b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding.</p> <p>i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL</p> <p>ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender</p>	
iii.	<p>Supporting documents/ annexure/ schedules/ drawing etc as required in line with Pre-Qualification criteria.</p> <p>It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, etc.</p>	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc pertinent to this NIT.	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	If applicable
vi.	Duly filled-in annexures, formats etc as required under this Tender Specification/NIT	
vii.	Notice inviting Tender (NIT)	
viii.	Volume – I A : <u>Technical</u> Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc	
ix.	Volume – I B : Special Conditions of Contract (SCC)	
x.	Volume – I C : General Conditions of Contract (GCC)	
xi.	Volume – I D : Forms & Procedures	
xii.	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiii.	Any other details preferred by bidder with proper indexing.	

PART-I B		
	<p>ENVELOPE – II superscribed as: PART-I (EMD/COST of TENDER) TENDER NO : NAME OF WORK :</p>	

	PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:-	
i.	1. Earnest Money Deposit (EMD) in the form as indicated in this Tender OR Documentary evidence for 'One Time EMD' with the Power Sector Region of BHEL floating the Tender 2. Cost of Tender (Demand Draft or copy of Cash Receipt as the case may be)	

	PART-II	
	PRICE BID consisting of the following shall be enclosed	
	ENVELOPE-III superscribed as: PART-II (PRICE BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING	
i	Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I	
ii	Volume II – PRICE BID (Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)	

	OUTER COVER	
	ENVELOPE-IV (MAIN ENVELOPE / OUTER ENVELOPE) superscribed as: TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:	
i	<ul style="list-style-type: none"> ○ Envelopes I ○ Envelopes II ○ Envelopes III 	

SPECIAL NOTE : All documents/ annexures submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.

- 7.0 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.
- 8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).

9.0 Assessment of Capacity of Bidders: NOT APPLICABLE

Bidders capacity for executing the job under tender shall be assessed 'LOAD' wise and 'PERFORMANCE' wise as per the following:

- I. **LOAD:** Load takes into consideration **ALL** the contracts of the Bidder under execution with BHEL Regions, irrespective of whether they are similar to the tendered scope or not. The 'Load' is the sum of the unit wise identified packages (refer Table-1) for contracts with BHEL Regions. The cut off month for reckoning 'Load' shall be the month, two (2) months preceding the month corresponding to the 'latest date of bid submission', in the following manner:

(Note: For example if latest bid submission is in Aug 2011, then the 'load' shall be calculated upto and inclusive of June 2011)

- i). Total number of Packages
Total number of Packages in hand = P
Where
- P is the sum of all unit wise identified packages under execution with BHEL Regions as of the cut off month defined above, including packages yet to be commenced.
- ii) Weightage "A" assigned to bidders based on Total number of Packages 'P':
- a) If 'P' = 0-9, : "A" will be equal to '4'
 - b) If 'P' = 10-18, : "A" will be equal to '3'
 - c) If 'P' = 19-36, : "A" will be equal to '2'
 - d) If 'P' = 37-60, : "A" will be equal to '1'
 - e) If 'P' is above 60 : "A" will be equal to '0'

- II. **PERFORMANCE:** Here 'Monthly Performance' of the bidder for all the packages (**under execution/** executed during the 'Period of Assessment' in all the Power Sector Regions of BHEL) **SIMILAR** to the packages covered under the tendered scope, excepting packages not commenced shall be taken into consideration. The 'Period of Assessment' shall be 6 months preceding the cut off month. The cut off month for reckoning 'Period of Assessment' shall be the month two (2) months preceding the month corresponding to the 'latest date of bid submission', in the following manner:

(**Note:** For example if 'latest date of bid submission' is in Aug 2011, then the 'performance' shall be assessed for a 6 month period upto and inclusive of June 2011, for all the unit wise identified packages (refer Table I)

- i). Calculation of Overall 'Performance Rating' for 'similar Package/Packages' for the tendered scope under execution at Power Sector Regions:
This shall be obtained by summing up the 'Monthly Performance Evaluation' scores obtained by the bidder in all Regions for all the similar Package/packages', divided by the total number of Package months for which evaluation should have been done, as per procedure below:
- a) $P_1, P_2, P_3, P_4, P_5, \dots, P_N$ etc be the packages (**under execution/** executed during the 'Period of Assessment' in all Regions) **SIMILAR** to the packages covered under the tendered scope, excepting packages not commenced. Total number of similar packages for all Regions = P_T (ie $P_T = P_1 + P_2 + P_3 + P_4 + \dots + P_N$)
 - b) Number of Months ' T_1 ' for which 'Monthly Performance Evaluation' as per relevant formats, should have been done in the 'Period of Assessment' for the corresponding similar package P_1 . Similarly T_2 for package P_2 , T_3 for package P_3 , etc for the tendered scope. Now calculate cumulative total months ' T_T ' for total similar Packages ' P_T ' for all Regions (ie $T_T = T_1 + T_2 + T_3 + T_4 + \dots + T_N$)
 - c) Sum ' S_1 ' of 'Monthly Performance Evaluation' Scores ($S_{1-1}, S_{1-2}, S_{1-3}, S_{1-4}, S_{1-5}, \dots, S_{1-N}$) for similar package P_1 , for the 'period of assessment' ' T_1 ' (ie $S_1 = S_{1-1} + S_{1-2} + S_{1-3} + S_{1-4} + S_{1-5} + \dots + S_{1-N}$). Similarly S_2 for package P_2 for period T_2 , S_3 for package P_3 for period T_3 , etc for the tendered

scope for all Regions. Now calculate cumulative sum 'S_T' of 'Monthly Performance Evaluation' Scores for total similar Packages 'P_T' for all Regions (i.e 'S_T'= S₁+ S₂+ S₃+ S₄+ S₅+.... S_N.)

d) **Overall Performance Rating 'R_{BHEL}' for the similar Package/Packages (under execution/ executed during the 'Period of Assessment') in all the Power Sector Regions of BHEL):**

$$= \frac{\text{Aggregate of Performance scores for all similar packages in all the Regions}}{\text{Aggregate of months for each of the similar package for which performance should have been evaluated in all the Regions}}$$

$$= \frac{S_T}{T_T}$$

e) **Bidders to note that the risk of non evaluation or non availability of the 'Monthly Performance Evaluation' reports as per relevant formats is to be borne by the Bidder**

f) **Table showing methodology for calculating 'a', 'b' and 'c' above**

Sl no	Item Description	Details for all Regions							Total
		(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	
1	Similar Packages for all Regions →	P ₁	P ₂	P ₃	P ₄	P ₅	...	P _N	Total No of similar packages for all Regions = P_T ie Sum (Σ) of columns (iii) to (ix)
2	Number of Months for which 'Monthly Performance Evaluation' as per relevant formats should have been done in the 'period of assessment for corresponding similar Package (as in row 1)	T ₁	T ₂	T ₃	T ₄	T ₅	...	T _N	Sum (Σ) of columns (iii) to (ix) = T_T
3	Monthly performance scores for the corresponding period (as in Row 2)	S ₁₋₁ , S ₁₋₂ , S ₁₋₃ , S ₁₋₄ , ... S _{1-T1}	S ₂₋₁ , S ₂₋₂ , S ₂₋₃ , S ₂₋₄ , ... S _{2-T2}	S ₃₋₁ , S ₃₋₂ , S ₃₋₃ , S ₃₋₄ , ... S _{3-T3}	S ₄₋₁ , S ₄₋₂ , S ₄₋₃ , S ₄₋₄ , ... S _{4-T4}	S ₅₋₁ , S ₅₋₂ , S ₅₋₃ , S ₅₋₄ , ... S _{5-T5}	S _{N-1} , S _{N-2} , S _{N-3} , S _{N-4} , ... S _{N-TN}	-----
4	Sum of Monthly Performance scores of the corresponding Package for the corresponding period (as in row-3)	S ₁	S ₂	S ₃	S ₄	S ₅	...	S _N	Sum (Σ) of columns (iii) to (ix) = S_T

ii) Weightage "B" assigned to bidders based on Overall Performance Rating (R_{BHEL}) at Power Sector Regions, for the respective Package:

- a) If $R_{BHEL} \geq 80\%$, "B" will be equal to '6'
- b) If $R_{BHEL} \geq 75\% < 80\%$, "B" will be equal to '5'
- c) If $R_{BHEL} \geq 70\% < 75\%$, "B" will be equal to '4'
- d) If $R_{BHEL} \geq 65\% < 70\%$, "B" will be equal to '3'
- e) If $R_{BHEL} \geq 60\% < 65\%$, "B" will be equal to '2'
- f) If $R_{BHEL} < 60\%$, "B" will be equal to '0'

III. 'Assessment of Capacity of Bidder' to be Qualified for the tender:

Shall be based on the sum of the weightages obtained in 'LOAD' (A) and 'PERFORMANCE' (B) as below:

- a) If the sum (A+B) is 6 or above for each of the applicable Package, then the Bidder is considered 'Qualified' for the tender
- b) If the sum (A+B) is less than 6 for any of the applicable Package, then the Bidder is considered 'NOT Qualified' for the tender

IV. Explanatory note:

- a) Similar package means Boiler or ESP or Piping or Turbine or Civil or Structure or Electrical or CI, etc at the individual level irrespective of rating of Plant, and irrespective of whether the subject tender is a single package or as part of combined/composite packages. Normally Boiler, ESP, Piping, Turbine, Electrical, CI, Civil, Structure, etc is considered individual level of package. For example in case the tendered scope is a Boiler Vertical Package comprising of Boiler, ESP and Power Cycle Piping (i.e the 'identified packages as per Table-1 below), the 'PERFORMANCE' part against sl no II above, needs to be evaluated considering all the identified packages (ie Boiler, ESP and Power Cycle Piping) and finally the Bidder's capacity to execute the tendered scope is assessed in line with III above
- b) Identified Packages (Unit wise)

Table-1

	Civil	Electrical & CI	Mechanical
	i). Enabling works ii). Pile and Pile Caps iii). Civil Works including foundations iv). Structural Steel Fabrication & Erection v). Chimney vi). Cooling Tower vii). Others (Civil)	i). Electrical ii). CI iii). Others (Elec & CI)	i). Boiler & Aux (All types including CW Piping if applicable) ii). Power Cycle Piping/Critical Piping iii). LP Piping iv). ESP v). Steam Turbine Generator set & Aux vi). Gas Turbine Generator set & Aux vii). Hydro Turbine Generator set & Aux viii). Turbo Blower (including Steam Turbine) ix). Material Handling x). Material Management xi). Material Handling & Material Management xii). Others (Mechanical)

- c) Vendors who are first timers to any BHEL Region may be considered subject to satisfying other tender conditions. Eligibility of the party for the next tender of any package in that Region shall be subject to the bidder satisfying the 'Assessment of Capacity of Bidder' for a period of first **nine months** after commencement of work or contract duration whatever is lesser.

In case the first timer is executing any other packages in any BHEL Region, then the performance evaluation will be based on the data available for the other packages though not similar, for the 'Period of assessment', for the purpose of 'Assessment of Capacity of Bidder'

- d) Vendors who are not first timers and who have not been executing any package or packages similar to the packages under the tender in the 'Period of assessment', shall be considered qualified subject to them satisfying all other tender conditions.
- e) In the unlikely event of all bidders shortlisted against Technical and Financial Qualification criteria not meeting the criteria on 'Assessment of Capacity of Bidders' detailed above, OR leads to a single tender response on applying the criteria of 'Assessment of Capacity of Bidders', then BHEL at its discretion, reserves the right to consider the further processing of the Tender based on the **Overall Performance Rating 'R_{BHEL}'** only.
- f) 'Under execution' shall mean works in progress as per the following:
- i. up to Boiler Steam Blowing in case of Steam Generator and Auxilliaries
 - ii. up to Synchronisation in case of all other works excepting sl no (i) and (iii)
 - iii. up to execution of at least 75% of anticipated contract value (unit wise), in case of Enabling works or Civil & Structures.
- Note : BHEL at its discretion can extend (or reduce in exceptional cases in line with Contract conditions) the period defined against (i), (ii) and (iii) above, depending upon the balance scope of work to be completed.
- g) Performance evaluation in CL 9 above is applicable to Prime bidder and consortium partner (or Technical tie up partner) for their respective scope of work

- 10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
- 11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 12.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 13.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer; else BHEL's interpretation shall prevail.
- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 15.0 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), **if applicable**, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (1) above.**

- 16.0 The Bidder has to satisfy the Pre Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.
- 17.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorised representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.
- 18.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 19.0 BHEL reserves the right to decide the successful bidder on the basis of Reverse Auction process. In such case all qualified bidders will be intimated regarding procedure/ modality for Reverse Auction process prior to Reverse Auction and price will be decided as per the rules for Reverse Auction.
- However, if reverse auction process is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the sealed 'PRICE BIDS' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.
- 20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23.0 Consortium Bidding (or Technical Tie up) shall be allowed only if specified in Pre Qualifying Requirement (PQR) criteria, and in such a case the following shall be complied with:
- 23.1 Prime Bidder and Consortium Partner or partners are required to enter into a consortium agreement with a validity period of six months initially. In case the consortium is awarded the contract, then the Consortium Agreement between the Prime Bidder and Consortium Partner or partners shall be extended till contractual completion period including extension periods if any applicable.
- 23.2 'Stand alone' bidder cannot become a **'Prime Bidder' or a 'Consortium bidder' or 'Technical Tie up bidder' in a consortium (or Technical Tie up) bidding**. Prime bidder shall neither be a consortium partner to other prime bidder nor take any other consortium partners. However, consortium partner may enter into consortium agreement with other prime bidders. In case of non compliance, consortium bids of such Prime bidders will be rejected.
- 23.3 Number of partners for a consortium Bidding (or Technical Tie up) shall be as specified in the PQR
- 23.4 Prime Bidder shall be as specified in the Pre Qualification Requirement, else the bidder who has the major share of work
- 23.5 In order to be qualified for the tender, Prime Bidder and Consortium partner or partners shall satisfy (i) the Technical 'Pre Qualifying Requirements' specified for the respective package, (ii) "Assessment of Capacity of Bidder" as specified in clause 9.0
- 23.6 Prime Bidder shall comply with additional 'Technical' criteria of PQR as defined in 'Explanatory Notes for the PQR'

- 23.7 Prime Bidder shall comply with all other Pre Qualifying criteria for the Tender unless otherwise specified
- 23.8 In case customer approval is required, then Prime Bidder and Consortium Partner or partners shall have to be individually approved by Customer for being considered for the tender.
- 23.9 Prime Bidder shall be responsible for the overall execution of the contract
- 23.10 In case of award of job, Performance shall be evaluated for Prime Bidder and Consortium Partner or partners for their respective scope of work(s) as per prescribed formats
- 23.11 In case the Consortium partner or partners back out, their SDs shall be encashed by BHEL. In such a case, other consortium partner or partners meeting the PQR have to be engaged by the Prime Bidder, and if not, the respective work will be withdrawn and executed on risk and cost basis of the Prime Bidder. The new consortium partner or partners shall submit fresh SDs as applicable.
- 23.12 In case the prime Bidder withdraws, the whole contract shall be considered cancelled and short closed.
- 23.13 After execution of work, the work experience shall be assigned to the Prime Bidder and the consortium partner or partners for their respective scope of work. After successful execution of two similar works with the same consortium partner or partners under direct orders of BHEL, the Prime Bidder shall be eligible for becoming a 'stand alone' bidder for similar works, subject to certification from BHEL about the active involvement of the Prime Bidder for satisfactory execution of the works.
- 23.14 The consortium partner shall submit SD equivalent to 2% of the total contract value in addition to the SD to be submitted by the prime Bidder for the total contract value. In case there are two consortium partners, then each partner shall submit SD equivalent to 1% of the total contract value in addition to the SD to be submitted by the prime Bidder for the total contract value.
- 23.15 In case of a Technical Tie up, all the clauses applicable for the Consortium partner shall be applicable for the Technical Tie up partner also
- 24.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 25.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 26.0 Order of Precedence
In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:
- a. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
 - b. Notice Inviting Tender (NIT)
 - c. Price Bid
 - d. Technical Conditions of Contract (TCC)—Volume-1A
 - e. Special Conditions of Contract (SCC) —Volume-1B
 - f. General Conditions of Contract (GCC) —Volume-1C
 - g. Forms and Procedures —Volume-1D

for BHARAT HEAVY ELECTRICALS LTD

(SCT)

Enclosure

01. Annexure-1: Pre Qualifying criteria.
02. Annexure-2: Check List.
03. Other Tender documents as per this NIT.

	turnover of minimum of Rs. 4 lacs (Rupees four lacs) based on audited accounts of last three Financial years (2009-10, 2010-11 and 2011-12). Bidders shall submit audited annual account (Balance Sheet and Profit and Loss Account) in support of this.		
F	Approval of Customer (if applicable)	Not Applicable	
G	Consortium criteria (if applicable)	Not Applicable	
<p><u>Explanatory Notes for QR 'C'</u></p> <ol style="list-style-type: none"> 1. Bidders shall submit supporting documents towards successful completion and satisfactory performance of works under Sl. No.C. 2. For QR SL. NO.C above, the word 'Executed' means the bidder should have achieved the criteria, specified in the QR, even if the total contract has not been completed or closed. 3. If the Qualifying work is executed in the last three years period, as specified above, even if it has been started earlier, the same will also be considered meeting the qualifying requirements. 			

BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT INCLUSIVE OF WORK ORDER AND WORK COMPLETION CERTIFICATE ETC IN THE RESPECTIVE ANNEXURES IN THEIR OFFER.

ANNEXURE - 2**CHECK LIST****NOTE: - Tenderers are required to fill in the following details and no column should be left blank**

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company		
3.a	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
3.b	Details of alternate Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
4	EMD DETAILS	DD No: Date : Bank : Amount: Please tick (<input type="checkbox"/>) whichever applicable:- ONE TIME EMD / ONLY FOR THIS TENDER	
5	Validity of Offer	TO BE VALID FOR SIX MONTHS FROM DUE DATE	
		APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
6	Whether the format for compliance with PRE QUALIFICATION CRITERIA (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
7	Audited profit and Loss Account for the last three years	Applicable/Not Applicable	YES/NO
8	Copy of PAN Card	Applicable/Not Applicable	YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable/Not Applicable	YES/NO
10	Integrity Pact	Applicable/Not Applicable	YES/NO
11	Declaration by Authorised Signatory	Applicable/Not Applicable	YES/NO
12	No Deviation Certificate	Applicable/Not Applicable	YES/NO
13	Declaration confirming knowledge about Site Conditions	Applicable/Not Applicable	YES/NO
14	Declaration for relation in BHEL	Applicable/Not Applicable	YES/NO
15	Non Disclosure Certificate	Applicable/Not Applicable	YES/NO
16	Bank Account Details for E-Payment	Applicable/Not Applicable	YES/NO
17	Capacity Evaluation of Bidder for current Tender	Applicable/Not Applicable	YES/NO

18	Tie Ups/Consortium Agreement are submitted as per format	Applicable/Not Applicable	YES/NO
19	Power of Attorney for Submission of Tender/Signing Contract Agreement	Applicable/Not Applicable	YES/NO
20	Analysis of Unit rates	Applicable/Not Applicable	YES/NO

NOTE: STRIKE OFF 'YES' OR 'NO', AS APPLICABLE. TENDER NOT ACCOMPANIED BY THE PRESCRIBED **ABOVE APPLICABLE DOCUMENTS** ARE LIABLE TO BE SUMMARILY REJECTED.

DATE :

AUTHORISED SIGNATORY



ISO 9001, ISO 14001
OHSAS 18001 and SA
8000 certified
company
Sub-Contract and
Purchase Deptt.

Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
Power Sector – Northern Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar, NOIDA – 201 301 (INDIA)
Phone: 0091-0120-2416274/6540
Fax 091-0120-2416528
Email: samriddhi@bhelpsnr.co.in/ankita@bhelpsnr.co.in

NOTICE INVITING TENDER

LAST DATE OF SALE: 07/06/2013: 1200 hrs (IST)
LAST DATE OF SUBMISSION: 07/06/2013: 1500 hrs (IST)

NIT NO. / NAME OF WORK

TENDER NO. **BHEL/NR/SCT/IT-MAINT/AMC/919**

Sealed tenders are invited from the contractors fulfilling qualifying requirements as given in tender document for the Work of “ **Annual Maintenance Contract for Facility Management Services for two years for BHEL PSNR**”

NOTES:

1. The complete tender documents can be downloaded from BHEL Web Site, www.bhel.com.
2. All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in this web page and not in the newspaper.

Sr. DGM/SCP

Rev 01
1st June
2012

TECHNICAL CONDITIONS OF CONTRACT (TCC)

(Document No PS:MSX:TCC)

BHARAT HEAVY ELECTRICALS
LIMITED



TECHNICAL CONDITIONS OF CONTRACT (TCC) CONTENTS

SI No	DESCRIPTION	No. OF PAGES
1	SYNOPSIS	
2	SCOPE OF WORKS	
3	QUALIFICATION OF RESIDENT ENGINEERS	
4	INCIDENTAL	
5	COMPENSATION	
6	GENERAL DEDUCTION	
7	TERMS OF PAYMENTS	
8	TAXES AND DUTIES	
9	TIME PERIOD	
10	PRICE VARIATION CLAUSE/ REVISION OF RATES	

1. SYNOPSIS

The contractor will provide facility management services for computer systems and their peripherals. The contractor shall also post three Service Engineers / Resident Engineers at site to attend day to day problem in the systems, Local Area Network and for facility management services at **BHEL PSNR, NOIDA.**

BHEL-PSNR has comprehensive set up of LAN / WAN consisting of Primary Domain Controller Server, Database Servers, Proxy Servers, Mail Servers, Web Server and Domain Name Server. All are branded Servers. The operating systems of the various Servers are Linux Advanced Server 2.1 / Linux 8 / Linux 9 / Fedora core 3 / Fedora core4 / Windows 2000 etc. The Database Server has Oracle 10g installed and couple of application developed in oracle forms, is running online. The network has Layer II and Layer III Switches, Routers and firewall. The entire network is connected to our various sites through Multi-Protocol Level Switching

PSNR has around 200 odd nodes in the Local network at HQ. The workstations are generally running with Windows XP / Windows7 as operating system and are of multinational brand. MS-Office is being used as office automation software for day to day work. All the systems are in warranty period.

2. SCOPE OF WORK

2.1 FACILITY MANAGEMENT SERVICES

Support to users for any problem encountered during the use of Windows operating environment, Email, Internet and Antivirus.

Services will also cover loading, rectifying problems of operating systems and Office automation software like MS-Office, Anti-virus, Netscape, Adobe etc. Services for installing and add-ons upgrades to the equipment as and when ordered separately.

TENDER NO. BHEL/NR/SCT/IT-MAINT/AMC/919
TECHNICAL CONDITIONS OF CONTRACT (TCC)

In case of shifting of any system from one place to another the dismantling, data transfer and assembling of system will be done under the service.

Sharing of desktops / creating workgroups, Domains within and of computers.

Scanning of documents as and when required.

2.2 BACKUP

Back up of the Database Server and other Servers are to be taken periodically and logs kept and CDs created wherever necessary. The records maintained, got signed and verified by the system in charge of BHEL.

3. QUALIFICATION OF RESIDENT ENGINEERS

The Networking support and facility management are to be provided by the Contractor's Resident engineers who should be thoroughly expert in their respective areas.

One of the three Engineers should be thoroughly expert in Linux Operating system and its various utilities. He should be Red Hat Certified Engineer and should have sufficient experience. He should be able to load, configure the operating system with local and public network, configuring q-mail / send mail, configuring DNS, Proxy Servers etc.

The other Engineers should be MCSE (Microsoft Certified Engineers) and should have sufficient experience of minimum two years in the same field.

The Engineers to be posted by the vendors shall have to produce their certificate for qualification as mentioned above and shall be thoroughly tested for their expertise in the above field before being accepted and the contract actually being come in force. Kindly note that this clause is the essence of contract and shall strictly be adhered to.

The performance of the Contractor shall be judged by the Resident engineer's ability to resolve the problems quickly, in time and to the entire satisfaction of

TENDER NO. BHEL/NR/SCT/IT-MAINT/AMC/919
TECHNICAL CONDITIONS OF CONTRACT (TCC)

the end users. He should be well behaved as well with the end users. The Engineer-in-charge of BHEL will monitor this and if found unsatisfactory he should be immediately replaced by another well behaved, qualified and competent engineer. The Resident should also be regular at work place. If he is found to be irregular, late comer or remain absent from the work frequently without the knowledge and consent of BHEL, a lump sum amount shall be deducted from the quarterly bill of the contractor as per clause no. 7. Necessary identity cards shall be issued to them by the parent company.

If any Engineer leaves the parent company the vendor shall provide the suitable replacement immediately. The process and criteria of acceptance of the engineers shall be the same as mentioned above.

4. Incidental

(i) BHEL may depute Resident Engineers to their construction sites for official work, if the work so demands. BHEL will provide/ reimburse IIIrd AC Sleeper/ Second Class Sleeper charges for to-and-fro journey. BHEL shall also provide free company accommodation/conveyance at site.

(ii) BHEL shall pay per diem charges of 300/- to the individual engineer directly upon certification of having visited/ worked at the site for the absence from HQ. The period shall include journey days also.

5. COMPENSATION

Competent and experienced personnel shall carry out the maintenance. Any loss / damages resulting from improper handling by any personnel deputed by the contractor shall be recovered from the bills of the contractor.

6. GENERAL DEDUCTION

Rs. 1000/- flat per day shall be deducted from the quarterly bill if any engineer remains absent from the office without approval.

TENDER NO. BHEL/NR/SCT/IT-MAINT/AMC/919
TECHNICAL CONDITIONS OF CONTRACT (TCC)

7. PAYMENT PLAN

100% Payment will be released quarterly on prorata basis upon rendering of satisfactorily services. The Contractor is required to submit the bills for quarterly charges for verification of the bills and release of payment. The payment would be released within 30 days for the commercially and technically clear bills.

8. TAXES & DUTIES:

The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tools, royalty, commissions or other charges which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

However, provisions regarding **Service Tax** on output services shall be as per following clauses.

8.1 Service Tax & Cess on Service Tax.

Service Tax and Cess on Service Tax as applicable on output Services are excluded from contractor's scope; therefore contractor's price/rates shall be **exclusive** of Service Tax and Cess on Output Services. Contractor shall obtain prior written consent of BHEL before billing the amount towards such taxes.

Contractor shall submit to BHEL documentary evidence of Service Tax registration certificate specifying name of services covered under this contract

For the purpose of claiming any Service Tax from BHEL, the following procedure shall be adopted:

Contractor shall submit serially numbered Service Tax and Cess Invoices, signed by him or a person authorized by him in respect of taxable service provided, and shall contain the following, namely:

1. The name, address and registration number of the contractor
2. The name and address of the party receiving taxable service (BHEL)
3. Description, classification and value of taxable service provided and
4. The Service Tax payable thereon.

All the four conditions shall be fulfilled in the invoice for payment of Service Tax by BHEL. Where more than one nature of Service under Service Tax

TENDER NO. BHEL/NR/SCT/IT-MAINT/AMC/919
TECHNICAL CONDITIONS OF CONTRACT (TCC)

Rules is involved, the invoice mentioned above shall contain the breakup of all values for each nature of Service

8.2 New Taxes/Levies:

In case the Government imposes any new levy/tax on the output service/goods/work after award of the contract, the same shall be reimbursed by BHEL at actual.

In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer, the Bidder/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of Price Bid. Claim for any such impact after opening the Price Bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

No reimbursement/recovery on account of increase/reduction in the rate of taxes, levies, duties etc. on input goods/services/work shall be made. Such impact shall be taken care of by the Price Variation/Adjustment Clause (PVC) if any. In case PVC is not applicable for the contract, Bidder has to make his own assessment of the impact of future variation if any, in rates of taxes/duties/ levies etc. in his price bid.

9 PERIOD

The contract shall be for a period of 2 years from the date of LOI.

The Contractor shall contact DGM/IT, BHEL, PSNR, NOIDA immediately from the date of award of work (LOI) to fix up schedule for commencement of work.

10 Price Variation Clause/ Revision of Rates

The accepted rates shall remain firm throughout the contract period.

ANNEXURE-I

NON DISCLOSURE AGREEMENT

Memorandum of Understanding

BHEL PSNR is committed to Information Security Management System as per Information Security Policy.

**M/s.....
providing.....service to BHEL PSNR, Noida hereby undertake to
comply with the following in line with Information Security Policy of BHEL PSNR;**

- **To maintain confidentiality of documents & information which shall be used during the execution of the Contract.**

- **The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL PSNR.**

TENDER NO. BHEL/NR/SCT/IT-MAINT/AMC/919
TECHNICAL CONDITIONS OF CONTRACT (TCC)

ANNEXURE -II

FORMAT OF UNDERTAKING

(To be submitted in the bidder's letter head)

REF:

Dt.

**Bharat Heavy Electricals Limited
Power Sector – Northern Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar,
NOIDA – 201 301 (INDIA)**

Sub.: Tender for “**Annual Maintenance Contract for Facility Management Services for two years for BHEL PSNR.**”

Dear Sirs,

With reference to above, we confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT and and we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the tender and NIT. In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted offer strictly in accordance with tender instructions.

Thanking you,

Yours faithfully,

(Signature, date & seal of
authorized representative of the bidder)

TENDER NO. BHEL/NR/SCT/IT-MAINT/AMC/919
TECHNICAL CONDITIONS OF CONTRACT (TCC)

ANNEXURE – III

FORMAT FOR E-PAYMENT DETAILS : - BHEL-PSNR-NOIDA

(To be given in Company letterhead)

Beneficiary Name :

Bank Name & Branch :

M ICR Code (9 Digits) :

IFSC CODE :

(VALID FOR NEFT)

Beneficiary Account No. :

Beneficiary E-mail ID :

(For payment confirmation)

TENDER NO. BHEL/NR/SCT/IT-MAINT/AMC/919
TECHNICAL CONDITIONS OF CONTRACT (TCC)

ANNEXURE -IV

UNPRICED RATE SCHEDULE

Subject: Annual Maintenance Contract for Facility Management Services for for two years for BHEL PSNR, Noida.

SI No.	DESCRIPTION	QTY. (A)	UNIT	ANNUAL RATE/PER ENGINEER (IN RS.) (B)	TOTAL ANNUAL RATE C=(AXB)	AMOUNT (RS.) FOR TWO YEARS D=2XC
1	Resident Engineer (Linux)	1	No.			
2	Resident Engineer (MCSC)	2	Nos.			
GRAND TOTAL (Rs.)						

NOTES:

1. The above quoted rates shall be inclusive of all taxes except service tax.
2. All the above quoted rates shall remain firm throughout the Contract period.
3. The rate shall be entered in figures as well as in words. In case of difference in rates between words and figures, the lesser of the two will be treated as valid rate.
4. Evaluation shall be done based on total price of the Rate schedule

DATE:
PLACE

SIGNATURE:
NAME OF SIGNATORY:
NAME OF BIDDER:

(SEAL OF THE BIDDER)