



Bharat Heavy Electricals Limited

(A Govt. Of India Undertaking)

Power Sector, Eastern Region

BHEL BHAWAN, PLOT NO. DJ-9/1 , SECOTR II ,
SALT LAKE CITY , KOLKATA ,WEST BENGAL, INDIA

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Sub	TENDER CHANGE NOTICE (TCN-01 DTD. 23/1/2016)
Job	"COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT AND FACILITY MANAGEMENT CONTRACT OF IT EQUIPMENT & SERVICES OF BHEL: PSER FOR A PERIOD OF TWO (2) YEARS".
Ref	a) E-Tender No. PSER: PUR: MSX: 154(VIII):107 Date: 18-1-2015 b) Pre Bid Discussion (PBD) dtd. 20/1/2016.

1) [With reference to above, following clarifications, relevant to tender, may please be noted and complied with while submitting the offer.](#)

Sl. no.	Description/ Tender clause	As appeared in tender	Bidder's query	Modified as
1.	Point no. 5 of technical criteria Annexure-I of pre-qualification criteria of tender in Page 7 pertaining to NIT	Bidder should have CISCO Silver / Gold / Premier Partnership. Bidder should submit valid documentary evidence for the same.	Bidder should have CISCO partnership. Bidder should submit valid documentary evidence for the same	As per existing tender (no change in the criteria is envisaged)
2.	Point no. 6 of technical criteria Annexure-I of pre-qualification criteria of tender in Page 7 pertaining to NIT	Bidder should have Red Hat Partnership. Bidder should submit valid documentary evidence for the same.	Bidder should have Red Hat authorization for service/support. Bidder should submit valid documentary evidence for the same.	As per existing tender (no change in the criteria is envisaged)
3.	Point no. 7 of technical criteria Annexure-I of pre-qualification criteria of tender in Page 7 pertaining to NIT	Bidder should have IBM & HP Support partnership. Bidder should submit valid documentary evidence for the same.	Bidder should have authorization for providing IBM & HP Support. Bidder should submit valid documentary evidence	As per existing tender (no change in the criteria is envisaged)

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4.	The paragraph/portion of Annexure-I of Volume-IF (TCC) in Page 23 tender.	NON DISCLOSURE AGREEMENT (as enclosed in Annexure - IV) should be signed by each FM team members (both on-site & off-site) as well as off-site Project Manager at the start of contract execution as per BHEL's ISMS Policy. All the on-site as well as off Site personnel associated with the contract shall abide by the ISMS policies, procedures & guidelines. Strict action shall be taken on any on-site / off site support personnel found violating the ISMS policies, procedures and guidelines of BHEL.	Bidder has asked whether Organization level NDA can be given as in case of any dispute the organization shall be hold responsible along with the individual.	NON DISCLOSURE AGREEMENT (as enclosed in Annexure - IV) should be signed by each FM team members (both on-site & off-site) as well as off-site Project Manager at the start of contract execution as per BHEL's ISMS Policy. Alternatively bidder may submit the NDA signed by them at an organization level. However, in case of any deviation from agreed terms of NDA by any bidder's deployed personnel at any point of time during the period of contract or for requirement from Information Security Auditors or for any reason whatsoever, the contractor has to submit individual level NDA signed by the contractor's deployed personnel immediately to BHEL on such intimation. All the on-site as well as off Site personnel associated with the contract shall abide by the ISMS policies, procedures & guidelines. Strict action shall be taken on any on-site / off site support personnel found violating the ISMS policies, procedures and guidelines of BHEL.

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Sl. no.	Description/ Tender clause	As appeared in tender	Bidder's query	Modified as
5.	The paragraph/portion of Annexure-I of Volume-IF (TCC) in Page 31 tender.	<p>Payment shall be released quarterly on pro-rata basis, within 45 days of submission of invoice, after deducting charges on account of Down time / Penalty (calculated as mentioned below), against invoice raised (in triplicate) by vendor on completion of satisfactory services to be certified by BHEL PSER HQ IT, subject to submission of all relevant documents complete in every respect, on completion of each quarter of contract period after deducting 10% as retention money. The documents required for the submission of the quarterly bills by the vendor are as under:-</p> <p><input type="checkbox"/> Invoice in Triplicate</p> <p><input type="checkbox"/> Downtime reports in original (duly filled, verified and certified by BHEL Personnel)</p> <p><input type="checkbox"/> Preventive Maintenance visit reports (for the quarter) for sites (wherever applicable) as mentioned in Annexure-IV, list certified by IT, SYS & MSX Department (for the billing Period)</p> <p><input type="checkbox"/> Compliance Report from Sites (wherever applicable) duly certified by BHEL Site Personnel</p> <p><input type="checkbox"/> Copy of the Group Insurance done by vendor for the people working under the contractor for this work along with the list of persons employed.</p> <p><input type="checkbox"/> Proof of remittance of provident fund to the concerned authorities for all the manpower employed by contractor for this job even for one day before claiming the quarterly bill.</p> <p><input type="checkbox"/> Daily Attendance Report to the concerned BHEL engineer</p> <p><input type="checkbox"/> Copy of pay sheet of contractor's employee for every month to the concerned BHEL Engineer.</p> <p>end on the compliance of all the statutory requirement.</p>	<p>Bidder has intimated that as per their policy they are not able to disclose the PF remittance and Copy of Paysheet for their employees but will be able to provide the declaration from their</p>	<p>Payment shall be released quarterly on pro-rata basis, within 45 days of submission of invoice, after deducting charges on account of Down time / Penalty (calculated as mentioned below), against invoice raised (in triplicate) by vendor on completion of satisfactory services to be certified by BHEL PSER HQ IT, subject to submission of all relevant documents complete in every respect, on completion of each quarter of contract period after deducting 10% as retention money. The documents required for the submission of the quarterly bills by the vendor are as under:-</p> <p><input type="checkbox"/> Invoice in Triplicate</p> <p><input type="checkbox"/> Downtime reports in original (duly filled, verified and certified by BHEL Personnel)</p> <p><input type="checkbox"/> Preventive Maintenance visit reports (for the quarter) for sites (wherever applicable) as mentioned in Annexure-IV, list certified by IT, SYS & MSX Department (for the billing Period)</p> <p><input type="checkbox"/> Compliance Report from Sites (wherever applicable) duly certified by BHEL Site Personnel</p> <p><input type="checkbox"/> Copy of the Group Insurance done by vendor for the people working under the contractor for this work along with the list of persons employed.</p> <p><input type="checkbox"/> Proof of remittance of provident fund to the concerned authorities for all the manpower employed by contractor for this job even for one day before claiming the quarterly bill.</p> <p><input checked="" type="checkbox"/> Daily Attendance Report to the concerned BHEL engineer.</p> <p><input type="checkbox"/> Copy of pay sheet of contractor's employee for every month to the concerned BHEL Engineer.</p> <p>(In case bidder is unable to submit Proof of remittance of PF & Copy of paysheet for the bidder's deployed personnel, the bidder may submit undertaking/certificate against all deployed personnel categorically certifying by name of personnel that all has been paid wages in compliance with the Minimum Wages Act as per statutory requirement along with PF number of every deployed personnel)</p>

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6.	The paragraph/portion of Annexure-I of Volume-IF (TCC) in Page 32 tender.	This 10% retention money will be released on satisfactory completion of the contract period on certification by BHEL PSER HQ IT and on compliance of Final Bill formalities as per Cl. No. 2.23.2 of General Conditions of Contract (Service), Volume-IB.	Bidder wanted a clarification on how the satisfactory service completion shall be certified by BHEL.	This 10% retention money will be released on satisfactory completion of the contract period (submission of all relevant documents for the entire contract and closure of all pending calls on the completion of the contract) on certification by BHEL PSER HQ IT and on compliance of Final Bill formalities as per Cl. No. 2.23.2 of General Conditions of Contract (Service), Volume-IB..
7.	The paragraph/portion of Annexure-I of Volume-IF (TCC) in Page 35 tender.	New tax & duties, if imposed subsequent to latest due date of offer submission, by statutory authority during contract period (including extension, if the same is not attributable to the vender), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, vender shall obtain prior approval from BHEL before depositing new taxes and duties. No reimbursement shall be made on account of increase in rates of existing taxes, duties etc. (as on latest date of offer submission).	Bidder has asked for clarification on the same in terms of Service Tax payment and other taxes.	New tax & duties, if imposed subsequent to latest due date of offer submission, by statutory authority during contract period (including extension, if the same is not attributable to the vender), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, vender shall obtain prior approval from BHEL before depositing new taxes and duties. No reimbursement shall be made on account of increase in rates of existing taxes (excluding Service Tax & Swachh Bharat cess which is payable as per actual) , duties etc. (as on latest date of offer submission).

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8.	The paragraph/portion of point no. 2.8.17 of Volume-IB (GCC) in Page 162 tender	The contractor will be directly responsible for payment of wages to his workmen. A pay roll sheet giving all the payments given to the workers and duly signed by the contractor's representative should be furnished to BHEL site for record purpose, if so called for.	Bidder has intimated that as per their policy they are not able to disclose Copy of Paysheet for their employees but will be able to provide the declaration from their end on the compliance of all the statutory requirement.	The contractor will be directly responsible for payment of wages to his workmen. A pay roll sheet giving all the payments given to the workers and duly signed by the contractor's representative should be furnished to BHEL site for record purpose, if so called for. In case bidder is unable to submit Copy of paysheet for the bidder's deployed personnel, the bidder may submit undertaking/certificate against all deployed personnel categorically certifying by name of personnel that all has been paid wages in compliance with the Minimum Wages Act of every deployed personnel.

- 2) 'No deviation certificate' is attached. Bidder to submit their offer along with stamped & signed copy of this TCN & 'No deviation certificate' as per attached format only.
- 3) All other terms & conditions shall remain unchanged.

Thanking you,

Yours faithfully,
for BHARAT HEAVY ELECTRICALS LTD.

SR. ENGINEER (PURCHASE)

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

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ANNEXURE – 2

FORMAT FOR NO DEVIATION CERTIFICATE
(To be submitted in the bidder's letter head)

To,
BHARAT HEAVY ELECTRICALS LIMITED,
Power Sector - Eastern Region,
Plot no 9/1, DJ Block, Sector – II, Salt Lake City,
Kolkata – 700 091

Sub	No Deviation Certificate.	
Job	"COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT AND FACILITY MANAGEMENT CONTRACT OF IT EQUIPMENT & SERVICES OF BHEL: PSER FOR A PERIOD OF TWO (2) YEARS".	
Ref	1.0	E-Tender no. PSER: PUR: MSX: 154(VIII):107 Date: 18-1-2016
	3.0	TENDER CHANGE NOTICE (TCN-01 DTD. 23/1/2016).
	4.0	All other pertinent issues till date.

Dear Sirs,

With reference to above, this is to confirm that as per tender conditions, we have visited site before submission of our offer and noted the job content & site conditions etc. We also confirm that we have not changed/modified the tender documents as appeared in the website/newspapers and in case of observance at any stage, it shall be treated as null and void.

We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT *and confirm our acceptance to reverse auctioning process* 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)