



**BHARAT HEAVY ELECTRICALS LIMITED  
(A Govt. of India Undertaking)**

ELECTRICAL MACHINE REPAIR PLANT  
Plot No.D-1, Cross Road 'C', Road No.16, MIDC, Andheri (East),

**MUMBAI – 400 093**

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**NOTICE INVING TENDER**

Ref.: BHEL/EMRP/IT/AMC-2016

Date: 15.06.2016

M/s.

Dear Sir,

**Subject -- Tender for Annual Maintenance Contract & System Administration**

Sealed tender are invited in '**Two Bid Systems**' for comprehensive maintenance of computers, printers, video conferencing and other peripherals and Facility Management. The period of contract will be two years. The scope of work and other terms and conditions are detailed below:

**1. Technical Terms & conditions:** As per Scope of Work mentioned below:

- 1.1 The party is responsible for following work for which there is an engineer located at site (EMRP, Mumbai) for the full duration of contract period of two years from the date of issue of WO.
  - 1.1.1 Management of Network
  - 1.1.2 Mail Administration
  - 1.1.3 Operating System and Anti-Virus
  - 1.1.4 Data Backup (weekly) and Disaster Recovery
  - 1.1.5 Management of Domain, Web Space and Internet
  - 1.1.6 Preventive Maintenance
  - 1.1.7 Follow-ups of all the related vendors till issue is resolved who have their equipment under warranty in BHEL premises, if any problem arises.
  - 1.1.8 Maintenance of video conferencing

Regd.Office: BHEL House, Siri Fort, New Delhi — 110 049

**1.2 Evaluation Criteria:**

- a) Price evaluation shall be on the basis of total landed cost of all items to BHEL, EMRP, Mumbai on the basis of total monthly charges for one person.
- b) The party should have thorough knowledge of system management and have **experience for at least three** years in this field.

**Note: Mumbai based vendors will be preferred due to logistics reason.**

All terms & conditions and procedure for submission of tender are enclosed herewith. Offer should be submitted strictly in accordance with the same.

**Tender Enquiry No: BHEL/EMRP/IT/AMC-2016 Date- 15.06.2016**


**Tender Submission date: 06.07.2016 up to 2.00 pm**

**Tender Opening date: 06.07.2016 at 02.30 p.m. in Conference Hall.**

Anticipating your reply,

Yours faithfully

**For Bharat Heavy Electricals Ltd.,**

  
Sr. Dy. General Manager (MM)

**Encls.: As above**

**Regd. Office: BHEL House, Siri Fort, New Delhi — 110 049**

**Annexure - I**

**Tender Enquiry No. BHEL/EMRP/IT/AMC-2016**

**Date- 15.06.2016**

**Bidder's Ref No: -----**

**NO DEVIATION CERTIFICATE**

We here by accept and agree to all the Techno-Commercial & general terms & conditions given in the above referred tender enquiry without any deviation.

**Signature of the bidder**

**Seal of the company**

**Note:** It may be noted that offers with deviation without price implications are liable to be rejected

**Annexure-II**

**Pre-Qualification Criteria**

**Tender Enquiry No. BHEL/EMRP/IT/AMC-2016      Date- 15.06.2016**

**Bidder's Ref No: -----**

**The party should have thorough knowledge of system management and have experience for at least three years in this field. Necessary supporting documents should be submitted in technical bid**

**Authorized Signatory, with  
Seal of company**

**Annexure — III**

Tender Enquiry No. BHEL/EMRP/IT/AMC-2016

Date- 15.06.2016

Bidder's Ref No: -----

Sl.No.	Description	Quantity	Total Lumpsum charges per month
1..	Desktops	56 Nos	
2.	Laptops	4 Nos.	
3	Printers	(6+1 no A3) color LaserJet. , 8 Nos. LaserJet, 6 Scanners, 1 dot- matrixes, 1 plotter	
4	Servers	2 Nos. (1 No. Mail Server and 1 No. Data Server)	
5.	Switches	9 ( 8 Port (2 Nos.),48 Port (3 Nos.), 24 Port (3 Nos.) and 16 Port (1 No)) Firewall -1 No., Network Adaptor- 1 No.	
6.	Total System Administration by Service Engineer	1 personnel to be posted at site throughout the Contract Period	

**Note:** The above quantities are tentative and the same may increase or decrease. Tax and Duties will be considered if mentioned by the bidder separately. Taxes and duties as applicable will be paid on who stand L-1.

## **GENERAL TERMS AND CONDITIONS:**

The following terminology shall have the meaning hereby assigned to them except where the context requires otherwise:-

1. BHEL or B.H.E.L Ltd. shall mean Bharat Heavy Electricals Limited, a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi — 110 049, India.
2. "COMPANY" shall mean BHEL or vice-versa in any context used in the tender documents.
3. "CONTRACTOR" shall mean the individual, firm or service provider who enters into contract with BHEL and shall include their executors, administrators, successors and assigns.
4. "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the agreement, the work order, the accepted appendices of rates, Schedules of Quantities (if any), General Terms and Conditions of Contract, Special Conditions of Contract, Instructions to Tenderer.
5. Any conditions or terms stipulated by the tenderer in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL and incorporated in the Agreement.
6. "TENDER SPECIFICATIONS" shall mean the Special Conditions, Technical Specifications, and Appendices, for which the tenderer are required to submit their offer.
7. "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.
8. "SINGULAR AND PLURAL" etc. words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting masculine gender shall be taken to include the feminine gender and words imparting persons shall include any Company or Association or Body or Individuals, whether incorporated or not.
9. "BIDDERS" shall mean parties participating in the tenders.

## 10. COMMENCEMENT OF WORK:

- a) The Contractor shall commence the work on specific intimation from BHEL in writing and shall proceed with the same with due expedition without delay. If the contractor fails to commence the work as per the terms of Order/Contract, BHEL, at its sole discretion will have the right to cancel the Order/Contract and forfeit the EMD.
- b) The Contractor may raise monthly invoice for the services rendered to BHEL. The Invoices will have to be raised according to the explicitly agreed rates and payment terms of the contract.
- c) Bills complete with necessary documents for the calendar month shall be submitted by 7th of next month. Payment shall be released within 15 working days on submission of complete and clear documents. TDS shall be deducted as applicable.
- d) Quantum of work shall be entered day to day basis in the Register provided by BHEL. Work given should be completed promptly to the satisfaction of BHEL and should be signed by the representative of BHEL.
- e) The recovery for providing subsidized food, snacks to your employee will be made from your monthly bills @Rs.125/- per month.

## 11. RIGHTS OF BHEL:

BHEL reserves itself to the following rights in respect of this Contract without entitling the Contractor for any compensation.

- a) To terminate the contract after due notice and forfeit Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages/penalty in the events of:
  - Withdrawal from or abandonment of the work before completion of the work.
  - Corrupt or illegal act of the Contractor.
- b) To recover any money due from the Contractor, from any moneys due to the Contractor under this or any other contract or from the Security Deposit.
- c) To claim compensation for losses incurred including BHEL's supervision charges & overheads in case of termination of Contract.

## **12. CONTRACTUAL OBLIGATION OF CONTRACTOR:**

- a) BHEL has privy to contract with the contractor only. BHEL will have nothing to do or be concerned with employment of employees working for the contractor.
- b) Contractor shall maintain appropriate records of his employees deployed to carry out the job(s) at BHEL.
- c) Contractor should issue appropriate appointment letters to his employees deployed to carry out work at BHEL.
- d) Contractor shall provide employment card/ identity card with photographs duly verified and attested by the contractor to his employees.
- e) In the event of termination of contract for any reason whatsoever the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees, contractor should settle all terminal dues including retrenchment compensation etc. wherever applicable for his employees.
- f) All statutory requirements under Minimum wages Act, 1948, Payment of Wages act, 1936, Workmen compensation Act, 1923, EPF & MP Act, 1952, Payment of Gratuity Act 1972, ESI Act 1948. The Contract Labour regulation and abolition Act 1970, Payment of Bonus Act, 1965, Income tax Act, Service Tax Act, and all other applicable Acts shall be compiled by contractor.
- g) The contractor shall be solely responsible to comply with all statutory rules, Regulations etc., and obtain necessary permits/approval from the local Governing Body, Police & other concerned Authorities as required under law.
- h) The contractor shall be solely responsible to pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or any other charges that leviable on account of operation of this contract in part or full.

## **13. SAFETY OF MEN, EQUIPMENT, MATERIAL & ENVIRONMENT:**

- a) All safety rules & codes applicable to BHEL staff shall be observed by the Contractor and his workmen without exception.
- b) The Contractor shall be responsible for the safety of the equipment & materials being used by him or his employees.

## **14. ARBITRATION:**

- a) GM — BHEL EMRP or any officer nominated by him shall be the sole arbitrator should there be any disagreement or dispute between the contractor (including employees) and BHEL.
- b) The contract shall continue to be operated during the arbitration proceedings unless otherwise directed in writing by BHEL or unless the matter is such that the contract cannot be operated till the decision of the arbitrator is received.

## **15. LAWS GOVERNING THE CONTRACT:**

- a) The contract shall be governed by the Indian Laws applicable as on date and only courts in Mumbai shall have the jurisdiction over this contract.
- b) The contractor shall be solely responsible to comply with all statutory requirements in respect of his employees, adherence to the PF Act, ESI Act and other Labor Legislations. Any liability with respect to the employees of the contractor shall be borne by the contractor and BHEL would not be responsible in anyway.

## **16. INDEMNITY:**

The Contractor shall indemnify and keep BHEL indemnified against all losses, claims etc. arising out of any of his acts or out of the acts of his agents or associates or servants during the currency of the contract.

## **17. EMD & SECURITY DEPOSIT:**

- a. Tenderer has to submit an EMD of Rs.10000/-. EMD shall not carry any interest, EMD will be forfeited if:
  - i. After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.
  - ii. The tenderer does not commence the work within the period as per LOI /Contract. In case the LOI / contract is silent in this regard then within 15 days after award of contract.

**EMD** given by all unsuccessful tenderers shall be refunded within fifteen days of award of work to the successful tenderer.

In addition to above Security Deposit shall have to be deposited by the successful tenderer during pendency of the contract. The rate of Security .Deposit will be @ 10 % of the contract value.

Security Deposit may be furnished in any one of the following forms:

- a. Pay order, Demand draft in favour of BHEL.
- b. Local cheques of scheduled banks, subject to realization.
- c. Bank Guarantee from scheduled Banks / Public Financial Institutions as defined in the companies Act. The Bank guarantee format should have the approval of BHEL.
- d. 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 bank.
- e. 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.
- f. Security Deposit shall not carry any interest. Security Deposit in normal case will be refunded after one month of successful completion of the contract.

## 18. PROCEDURE FOR SUBMISSION OF TENDER:

18.1 Bidder shall submit the offer in **'Two Bid System'** in three different sealed covers (EMD, Technical Bid & Price Bid). EMD Envelope shall be opened first and then Techno-Commercial Bid.

### i. EMD

### ii. Techno Commercial bid

### iii. Price Bid

Offers without EMD shall not be considered.

18.2 Part 'A': Techno-Commercial Bid & EMD

18.3 Part 'B': Price Bid

18.4 Tender No., date and due date of opening should be written on both the covers.

18.5 These three covers shall then be placed in a large cover and sealed. The large cover should also have Tender no., Date and Due Date. This should be dropped in the tender box placed at the entrance of our works before due date and time.

18.6 **Part 'A' - Techno Commercial Bid:** Techno Commercial Bid shall contain technical and commercial offer as per NIT Proforma, indicating acceptance of NIT terms, as per Annexure-I. Acceptance of all technical and commercial terms and conditions given in the format **Annexure I**. (No Deviation certificate and deviation Proforma), duly filled in signed as required. Blank Price Bid Proforma indicating only the rates of taxes and duties applicable, **without rate / price for material**, should be enclosed with the techno-commercial bid Part A.

18.7 Any deviation in the above mentioned terms and conditions or conditional offer may render the offer invalid and shall be liable to be rejected, and price bid of such bidders shall not be opened. Price bid of only those bidders shall be opened whose Techno-Commercial offer is found suitable and acceptable.

18.8 **Part 'B':** Price Bid Part B should contain only the price duly filled in Price Bid Proforma **Annexure II, without any terms and conditions**. Any terms and conditions, if mentioned in the price bid, shall be ignored and not considered.

**19. OTHER MISCELLANEOUS CONDITIONS:**

1. BHEL shall provide working space, computer free of cost and all resources necessary to carry out job. Only official work shall be permitted to be carried out at BHEL office.
2. Input processing work has to be carried out in our office. The contractor shall be fully responsible for the conduct of his employees undertaking input processing work at the office premises on behalf of the contractor.
3. Loss or damage to any of the property/ equipment due to negligence of the Input processing work shall be recoverable or made good by the service provider.
4. Safety of documents and equipments given for Input processing work is to be ensured by the successful bidder.
5. The contractor will undertake to keep all the information/ details coming across during the course of data processing work, as confidential. Any loss occurring to BHEL on account of leakage of information or furnishing information/copies of documents or divulging with any details/ information without prior written permission of BHEL shall be strictly dealt with as deemed fit by the Company.
6. Bidder shall submit:
  - a) Experience certificate of performing similar work or copy of work order from the client
  - b) PAN No., TIN No, Service Tax Registration No.
  - c) Turnover for last two years of the bidder should be minimum Rs.10 lacs. Bidder has to submit copy of audited Accounts or copy of Income Tax Returns in support of the same. All documents should be audited.
7. Vendor has to ensure PF, ESIC and other statutory requirements for the engineer deputed to BHEL, EMRP, and Mumbai.

**Validity of the offer shall be for 60 days from the due date of submission.**

  
15/6/16  
Sr.Dy.General Manager (MM) ,