

BHARAT HEAVY ELECTRICALS LIMITED
BOILER AUXILIARIES PLANT
RANIPET 632 406.
INFORMATICS CENTRE



BHEL:BAP:IC:7533

DT: 24/09/2013

Dear Sir

We are in the process of finalizing Annual Maintenance Contract (AMC) for IT hardware. Kindly offer your best quote. Tender specifications and Terms & Conditions are attached here as Annexures.

Looking forward to your quote at the earliest.

Thanking You

Yours faithfully,

For and on behalf of BHEL.

(M.P.Sivasubramani)
Sr Manager / Informatics Centre

1. Eligibility criteria:

The tender is uploaded in our BHEL WEB site as per CVC guide lines vide Office Order No. 10/02/04.

Only those vendors who have already enlisted with BHEL, Ranipet through enlistment procedure is allowed to participate in this tender. Please note that, the registered vendors of BHEL/BAP Ranipet shall verify their eligibility before quoting for this work.

Interested Vendors may contact with their credentials to Sr. DGM / Informatics Centre, BHEL, BAP Ranipet – 632 406 for due enlistment for future such tenders.

Enlistment Application forms can be downloaded from BHEL WEB page.

http://www.bhel.com/tender/view_tender.php

Enlistment Applications are invited in sealed cover for **Registration of Vendors for IT Hardware AMC.**

Sr. DGM / Informatics Centre

Bharat Heavy Electricals Limited

Boiler Auxiliaries Plant

Ranipet – 632 406 Tamil Nadu

E-mail: rl@bhelrpt.co.in

MobileNo.9443343650

Ph:04172-284469

Technical Specification for IT Hardware maintenance AMC

BAP:IC:7533 DT: 23-09-2013

Technical Terms and conditions for the Annual Maintenance Contract (AMC) of IT Hardware.

1.0 Scope of Work:

The AMC for IT Hardware maintenance period is for one year and may be terminated any time after six months with one month notice.

List of IT hardware:

Sl.No	Item Name	Model	Make	Qty.
1	PC – General	HP DC 7800 SFF	HP	63
2	PC –Thinclient	T5720	HP	428
3	Graphics Workstation - Type-II	<i>XW 8400</i>	HP	80
4	Laserjet Printer - A4 Mono Personal	LJ 3005 DN	HP	30
5	Laserjet Printer - A3 Mono	LJ 9040 DN	HP	7
6	Laserjet Printer - A3 Color	CLJ 5550 DN	HP	3
7	Deskjet Color Printer	HP Officejet K5400 DN	HP	10
8	Dot Matrix Printer	LQ DSI 5235	WEB	54
9	Line Matrix Printer	P7 1500QN	WEB	10
10	Scanner - A4 Color High End	F1 4340C	FUJITSU	16
11	Scanner - A3 Color High End	F1 5750C	FUJITSU	5
12	5KVA UPS	GXT - MT	LIEBERT	12
13	File Server 4-Way Rack	Proliant DL 580G4	HP	5
14	Blade Server	Proliant BL 460C	HP	32
15	KVM Switch	SK595BM - 17	Data bay	4
16	Print Server	DP 300U	D-LINK	40
17	Blade Server Chassis	HP C7000	HP	4
18	Layer 3 Switch	CATALYST 3560	CISCO	2
19	Firewall Appliance	ASA 5520	CISCO	1
20	Server 2 Way Rack	Proliant DL 380G5	HP	2

Compliance: Accepted to comply all the above points

Name:

Company Seal

Signature of bidder with Date:

2.0 Terms & Conditions for the Maintenance:

1. The Vendor shall carryout proper maintenance of the hardware to ensure and provide a minimum of 95% uptime, on a monthly basis.
2. All service calls shall be resolved within the same day.
3. One Resident Engineer shall be posted in BHEL, Ranipet. BHEL will not provide any boarding or lodging facilities to the service engineers. Accommodation will be provided to them for holding office.
4. The vendor has to follow all statutory requirements like PF, ESI throughout the contract period. The vendor has to remit the P.F & ESI contribution in their own code and BHEL will not allot sub code. The vendor has to pay the minimum wages as fixed by the State Government of Tamil Nadu and additional Payment as insisted by BHEL.

The current minimum wages as fixed by the Government of Tamil Nadu for skilled worker is Rs 266.00/day. BHEL insisted additional payment payable to the skilled worker is Rs 2500/-PM. Accordingly ,the current minimum wage including BHEL insisted additional payment for skilled worker is Rs 348.19/day. This minimum wage should be covered under Basic Pay.

5. Adequate stocks of spares shall be stocked in BHEL premises, to ensure 95% availability.
6. The resident engineer shall be capable of resolving software issues that may crop up from time to time in the computer hardware.
7. Deduction for non-availability of equipment will be made as per the formula given below:
If the down time of any equipment more than two days in a month is N days
And the Quarterly payment for that equipment is Rs. A
Then the amount to be deducted for that month is calculated as $((A /3)/30)* N$
8. The vendor may note that, in case of breakdown of any critical equipment, the cut will also apply to all other hardware and peripherals affected by the breakdown.

Compliance: Accepted to comply all the above points

Name:

Company Seal

Signature of bidder with Date:

9. If the availability of the system or part thereof is continuously below 75% over a period of 3 months, BHEL reserves the right to terminate the contract in full without any cost implications.
10. The maintenance includes all components of the hardware including all consumables except printer cartridges/toner cartridges.
11. Spare replacement during this contract should be new and OEM spare.
12. Batteries for UPS also should be in vendor's scope.
13. Vendor should have back to back support from OEM.
14. AMC period will start from the date specified in the contract and the quarterly AMC charges become payable at the end of every three months.
15. The vendor should confirm his acceptance to all the terms and conditions of the contract. Offers without the acceptance to all the terms and conditions will not be considered for further evaluation.
16. Service Tax amount would be separately indicated in the invoices for enabling BHEL to claim MODVAT thereon.
17. The successful bidder should sign the service level agreement (SLA) signed on stamp paper (Rs 20 /-) to be submitted.

Compliance: Accepted to comply all the above points

Name:

Company Seal

Signature of bidder with Date:

3.0 Price and Validity:

Price shall be firm throughout the tenure of the contract. Variation of what so ever nature is to Vendor's account. Applicable Taxes shall be quoted separately in the Annexure – III in unambiguous terms. Invoices for claiming the contract price shall be as per the prevalent law. BHEL may avail CENVAT credit and vendors invoice to support the same.

Statutory variations in Taxes and Duties applicable if any shall be inclusive.

Price should be valid for a period of ninety days from the date of opening of the tender.

4.0 EMD

An amount of Rs. 1,00,000.00(Rupees One Lakh Only) will have to be paid as EMD(Earnest Money Deposit) as DD to be drawn in favor of BHEL, Ranipet Payable at State Bank of India, Mukundarayapuram,(MRPURAM PROJECT Code Number : 07013) Ranipet. In case DD is obtained from other Banks, the same to be "Payable at Ranipet". Offers without EMD, will be rejected. The EMD amount of the unsuccessful Tenderers will be returned within 15 days on placement of the Purchase Order.

EMD by the tenderer 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.

No interest shall be payable by BHEL on EMD/SD if applicable or any money due to the contractor by BHEL.

5.0 Security Deposit:

SECURITY DEPOSIT:- (1) Security Deposit should be paid by the contractor before the start of the work. The Security Deposit rate will be as follows: -

- a) In the case of works costing up to Rs.10. Lakhs :: 10% of the estimated cost
- b) In the case of works costing above Rs.10.00 Lakhs up to Rs.50.00 Lakhs :: 1 Lakh + 7.5.% of the amount exceeding Rs.10 Lakhs.
- c) In case of works costing above Rs.50 Lakhs :: 4 Lakhs + 5% of the amount exceeding Rs.50 Lakhs.

Compliance: Accepted to comply all the above points

Name:

Company Seal

Signature of bidder with Date:

The Earnest Money paid at the time of tender will be adjusted as part of the Security Deposit and the balance amount will be recovered by deduction from the running bills of the contractor at the rates mentioned above.

Security Deposit shall not be refunded except in accordance with the terms of Security Bond or Agreement. Security may be furnished in any one of the following terms:

- 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 Office 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.

Compliance: Accepted to comply all the above points

Name:

Company Seal

Signature of bidder with Date:

BHEL shall not be responsible for any loss of securities, due to liquidation for any other reasons, what-so-ever or any depreciation in the value of the securities while in their charge or for any loss of interest there on.

All compensation or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or realised by the sale of the securities or from the interest arising therefrom or from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.

6.0 Payment Terms:

Quarterly Payment in arrears will be paid at the expiry of the Quarter and submission of Tax Invoice in triplicate and verified by Informatics centre.

7.0 Non-Disclosure Agreement:

The successful bidder should execute a Non-Disclosure Agreement as given in the format in Annexure-V.

8.0 Tender Opening Date& Time:

- Last Date for Submission of Tender : 03/10/2013 14:00 Hrs and to be submitted at Informatics Centre, BHEL, Ranipet
- Opening of Tender : 03/10/2013 14:30 Hrs at Informatics Centre.
- The Technical offer will be opened by 14:30 Hrs on the same day. Price bid of the acceptable Technical bids will only be opened after the Technical bids evaluation with the due intimation to bidders.

Compliance: Accepted to comply all the above points

Name:

Company Seal

Signature of bidder with Date:

9.0 Instruction for submission of offer:

- Bidder should submit the offer in a sealed envelope which would contain two separate sealed envelopes as 1. Technical bid 2. Price bid.
- **The Technical bid shall contain**
 1. EMD as per clause 4.0
 2. Copy of Service Tax registration Certificate
- 3. Signed tender document
- 4. No deviation certificate as per Annexure – IV
 5. Un priced price schedule duly signed as per Annexure – III (offer in other than the prescribed format in annexure – III will get rejected without any further intimation from BHEL end. Hence vendors are requested to exercise at most care. As no deviation is to be certified, the contrary terms and conditions imposed by vendors are not acceptable and BHEL will proceed to finalize the Tender as per Annex-III).
- **The price bid in Annexure – III shall be duly filled in with Prices in Indian Rupees. Total Price only to be indicated along with applicable Taxes in Annexure-III(A). The Item wise price break up in Annexure –III(B) should be put in a separate sealed cover super scribed with ‘Detailed Price in Annexure-III(B)’.** All applicable duties and Taxes shall be clearly indicated in the Offer.
 - Each sealed envelope shall super scribed with the type of bid (Technical or Price) and specify the tender reference along with the title as ‘Annual Maintenance Contract (AMC) for IT hardware’ and bidder’s Name, Stamp and Signature.
 - Both these envelopes should be submitted through one covering letter in a sealed envelope super scribing with the Tender reference along with the title as ‘Annual Maintenance Contract (AMC) for IT hardware’ and bidder’s Name, Stamp and Signature.
 - Each page of the bid should be duly signed, numbered and stamped.
 - The quote should be submitted to Sr. Manager/Informatics Centre, BHEL, Ranipet – 632 406, Tamilnadu(State) with necessary enclosures.
 - Tenders received after the due date and time of opening will be rejected.
 - Tenders received through email/fax will not be considered.
 - BHEL has the right to cancel this Tender with or without assigning any reasons.

Compliance: Accepted to comply all the above points

Name:

Company Seal

Signature of bidder with Date:

Discrepancy in “words “ & “ Figures “

- a) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price(which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

Service Tax

The Bidder shall not include Service Tax in their quoted rates; but the bidder has to separately indicate the Service Tax rate, amount and workings thereof in the Price bid schedule included in the bid documents.

If service tax amount is not indicated separately in the price bid schedule included in the Bid documents, it will be presumed that the quoted rate is inclusive of applicable service tax and bids will be evaluated accordingly.

Bidders have to quote full Service Tax payable in the Price bid format included in the Bid document. Out of Full Service Tax amount indicated by the Bidder, 25% of the same shall be considered for evaluation of offers in the case of Bidders being an Individual, Sole Proprietary ship firm, Hindu Undivided Family or Partnership firm whether registered or not, including Association of Persons. For Other Bidders full Service Tax quoted shall be considered for evaluation.

Compliance: Accepted to comply all the above points

Name:

Company Seal

Signature of bidder with Date:

In such cases of successful Bidder being an Individual, Sole Proprietary ship firm, Hindu Undivided Family or Partnership firm whether registered or not, including Association of Persons, 25% of the Service Tax amount quoted in the Price Bid format will be considered for reimbursement against valid documentary evidence. For others Service Tax quoted in the Price Bid will be considered for reimbursement against valid documentary evidence.

The tenderers should register themselves with Service tax authorities of Govt. of India / Tamil Nadu as per statutory regulations. They should produce the copies of registration certificate and service tax registration numbers along with their offer.

Service tax shall be paid extra and reimbursed by BHEL as applicable against the submission of documentary evidence and invoice as per service tax act.

The following documents shall be submitted.

- i) copy of service tax registration certificate
- ii) Copies of challans for deposit of service tax
- iii) Original service tax invoice

A certificate showing that Service tax collected from BHEL has been remitted to tax authorities.

Compliance: Accepted to comply all the above points

Name:

Company Seal

Signature of bidder with Date:

ANNEXURE :III (A)

Amount in Rupees

Sl.No	Item Name	AMC price for total Qty.
	Total amount	
	VAT@ _% (_% of total Amount)	
	Service Tax @ _% (_% of total Amount)	
	Total Amount	

Compliance: Accepted to comply all the above points

Name:

Company Seal

Signature of bidder with Date:

ANNEXURE :III (B)

Amount in Rupees

Sl.No	Item Name	Model	Make	Qty.	AMC price/item	AMC price for total Qty.
21	PC – General	HP DC 7800 SFF	HP	63		
22	PC –Thinclient	T5720	HP	428		
23	Graphics Workstation - Type-II	XW 8400	HP	80		
24	Laserjet Printer - A4 Mono Personal	LJ 3005 DN	HP	30		
25	Laserjet Printer - A3 Mono	LJ 9040 DN	HP	7		
26	Laserjet Printer - A3 Color	CLJ 5550 DN	HP	3		
27	Deskjet Color Printer	HP Officejet K5400 DN	HP	10		
28	Dot Matrix Printer	LQ DSI 5235	WEB	54		
29	Line Matrix Printer	P7 1500QN	WEB	10		
30	Scanner - A4 Color High End	F1 4340C	FUJITSU	16		
31	Scanner - A3 Color High End	F1 5750C	FUJITSU	5		
32	5KVA UPS	GXT - MT	LIEBERT	12		
33	File Server 4-Way Rack	Proliant DL 580G4	HP	5		
34	Blade Server	Proliant BL 460C	HP	32		
35	KVM Switch	SK595BM - 17	Data bay	4		
36	Print Server	DP 300U	D-LINK	40		
37	Blade Server Chassis	HP C7000	HP	4		
38	Layer 3 Switch	CATALYST 3560	CISCO	2		
39	Firewall Appliance	ASA 5520	CISCO	1		
40	Server 2 Way Rack	Proliant DL 380G5	HP	2		
	Total					
	VAT@ _% (_% of total Amount)					
	Service Tax @ _% (_% of total Amount)					
	Total Amount					

Compliance: Accepted to comply all the above points

Name:

Company Seal

Signature of bidder with Date:

NO DEVIATION CERTIFICATE

This is to certify that our offer is exactly in line with your tender enquiry no. _____

dated _____. This is to expressly certify that our offer contains **no deviation** either Technical or Commercial in either direct or indirect form.

Signed By:

Name: _____

Designation: _____

Organization: _____

Date & Place: _____

Phone/Fax/Mobile/Email: _____

Stamp & Seal: _____

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.

I will abide by the ISMS manual of BHEL, Ranipet.

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

Name

CompanySignature