



# Bharat Heavy Electricals Limited

(A Govt. of India undertaking)

Boiler Auxiliaries Plant, Ranipet – 632406, Tamilnadu

## DETAIL OF TENDER DOCUMENT

**Nature of Work:** Network Maintenance Work at BHEL Ranipet

1. INFORMATICS CENTRE, BHEL RANIPET, is in the process of finalizing contract for: “Network Maintenance Work at BHEL Ranipet”

2. The tender documents are detailed as follows

S.No.	Description	Annexure No.	Page No.
1	Notice inviting Tender	A	2
2	Work Specifications & Contractors obligations	B	4
3	Qualifying Requirements	C	5
4	Instructions to Bidders	D	6
5	Tender Evaluation Criteria	E	8
6	General Terms and Conditions of Tender	F	9
7	Annexures	I-X	12-23

The duly filled in Technical and Price / Rate bids along with the instructions to the tenders, Contractor’s Obligations, General Terms and Conditions with the signature of the tender on all the pages and complete in all respects super scribed as

“**Quotation for Tender No.BAP:IC:3202A DATED 30/01/2016**” should reach us in a sealed cover on or before **26/ 02/ 2016 (14.00 hours)** through Registered / Speed post or the same may be dropped in the tender box available at the following address:-

**Engineer,  
Informatics Centre  
Engineering Building  
BHEL, Ranipet**

**Note:** Submitting or Dropping of tender in the Tender Box within schedule time and date is the responsibility of the bidder.

3. Technical bid and Price bid should be submitted in separate sealed envelopes, in case the bids founds in one single envelope then the “bids” are liable to be rejected.

Prepared by	Reviewed by	Approved by
Shantanu Singh/Engineer(IC)	M P Sivasubramani/DGM(IC)	B Venkateshwar/AGM(IC)

**Annexure-A****NOTICE FOR INVITING TENDER**

1. Scope of Work	Network Maintenance Work at BHEL Ranipet
2. Tender Evaluation Criteria	As Per Annexure –E
3. Duration of the Contract	Two years
4. Other specific requirements	As per Tender
5. Nature of Tender	Open Tender(Two Part)
6. Last date of receipt of the Tender	26/02/2016 14:00 hrs.
7. Date of opening of Techno Commercial Bid	26/02/2016 14:30 hrs.
8. Address for receipt/issue of tender	Engineer, Informatics Centre BHEL RANIPET – 632 406

**9. EARNEST MOMENT DEPOSIT (EMD):**

An amount of Rs. 40,000/- (Rupees Forty Thousands Only) will have to be paid as EMD (Earnest Money Deposit) either as cash (as permissible under Income Tax Act) at our cash office or as DD to be drawn in favor of **“BHEL, Ranipet payable at State Bank of India, Mukundarayapuram,(MRPURAM PROJECT Code No:07013) Ranipet”**. In case, DD 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 on placement of the LOI and acceptance by the successful vendor.

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 or 15 days from after award of contract.

EMD shall not carry any interest.

Vendors registered with NSIC will be exempted from depositing EMD amount on submission of proper documents as per Annexure (I).

EMD may be waived off for Central/State PSUs/Government Depts/Autonomous/Educational/Research Institutions.

**10. SECURITY DEPOSIT:**

Security Deposit shall be collected from the successful tenderer. The rate of security deposit will be as below for the business value as mentioned:

Up to Rs. 10 lakhs : 10%

Above Rs. 10 lakhs up to Rs.50 lakhs : 1 lakh + 7.5% of the amount exceeding Rs.10 lakhs

Above Rs.50 lakhs : Rs. 4 lakhs + 5% of the amount exceeding Rs. 50 lakhs

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

- i) Cash (as permissible under the Income Tax Act)
- ii) Pay Order, Demand Draft in favor of BHEL.
- iii) Local cheques of Scheduled Banks, subject to realization.

- iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc., (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favor 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 Receipts 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 shall also be recoverable at the rate of 10% from the running Bills. However, in such cases at least 50% of the Security Deposit should be remitted before the start of the work and the balance 50% may be recovered from the running bills.
- viii) EMD amount shall be converted and adjusted against the Security Deposit.
- ix) The security deposit shall not carry any interest.

**Note:**

Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be subject to Hypothecation or endorsement on the documents in favor BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith. 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. No interest shall be allowed on Security Deposits. 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 realized 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.

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

**Vendors registered with NSIC will be exempted from depositing Security Deposit amount on submission of proper documents as per Annexure (I).**

**Security Deposit may be waived off for Central/State PSUs/Government Deptts**

**Annexure-B****WORK SPECIFICATION & CONTRACTOR OBLIGATIONS****Technical Specifications -Scope of work:**

The vendor shall provide network maintenance support on 24x7 hours basis by posting **TWO** CCNA certified and trained resident engineers at BHEL Ranipet. The contract period is for **24 months** from the date of acceptance of order. **This contract can be short closed after six months with one month notice period, if required by BHEL.**

- A) Qualification for the Resident Engineers:
- Engineering Degree Holder with CCNA Certification
  - Minimum One year experience in network maintenance and support field.
- B) Network Maintenance and support scope shall include the following :
- Manage basic LAN issues like connectivity, I/O, cable issues, patch cords, connector panels etc.
  - Update Network documentation
  - Identify and resolving router and switches issues
  - Network performance monitoring and analysis
  - Trouble shooting and fixing Network related problems
  - Managing devices like H-connect, Media Convertor
  - Escalation of Network problems
  - Co-ordinate with hardware team and other support groups
  - Installation and configuration of active devices
  - Complete log book of activities done by the resident engineers should be maintained.
- C) The resident engineers:
- Shall observe BHEL working hours and BHEL holidays. BHEL working hours are 8AM to 4:30PM, 6 days a week. Network engineers shall work in two shifts. Shift time is 08:00 AM – 04:30 PM and 04:30PM to 01:00 AM and shall be available on call basis round the clock, to meet any exigency.
  - The CV of the Resident Engineers shall be vetted by BHEL Ranipet.
  - When resident engineer goes on leave, suitable substitute shall be arranged for the leave period.
  - Shall ensure network connectivity up to the desktop level.
  - Shall have their own vehicles for movements and shall have mobile phones accessible from BHEL landline/mobile phones.
  - The rate quoted shall include PF & ESI remittance of the Engineers employed in this work. Therefore the tenderer shall quote inclusive of PF & ESI contribution to their Engineers.
  - All expenses towards logistics and incidentals, including lodging, boarding, travel, etc., incurred in connection with the execution of this contract shall be borne by the vendor and shall not be reimbursed by BHEL.
  - Vendor shall adhere to security procedures of BHEL for material, data, and personnel movement.
  - Safety precautions should be taken while doing the work.
- D) The contractor has to comply all applicable statutory requirements like PF, ESI throughout the contract period. The contractor has to remit the P.F & ESI contribution in their own code and BHEL will not allot sub code. The contractor has to pay at least the prevalent minimum wages for skilled worker as fixed by the State Government of Tamil Nadu and additional Payment as insisted by BHEL.
- E) The current minimum wages as fixed by the Government of Tamil Nadu for skilled worker is Rs8625/- Per Month. BHEL insisted additional payment payable to the skilled worker is Rs 4100/-Per Month. Accordingly, the current minimum wage including BHEL insisted additional payment for skilled worker is Rs. 12,725. This minimum wage should be covered under Basic Pay.
- F) The Contractor's quoted rate shall inclusive of the above wages plus all statutory payments for the same. The tenderer shall quote inclusive of PF & ESI contribution .

## QUALIFYING REQUIREMENTS

### 1.0 Eligibility Criteria for Bidders

- a) The bidder should be a company/firm .
- b) The bidder should not be involved in any bankruptcy Issues. The bidder should give a declaration to this effect in the format given in Annexure (VIII).

c) **AVERAGE FINANCIAL TURNOVER:**

The Average annual financial turnover of the bidder during the last 3 years ending 31st March of the previous year should be at least Rs.3.26 Lakhs . Supporting documents in form of Copy of Balance sheet, Profit & Loss Account duly certified & audited by Chartered Accountant has to be submitted by the bidder.

- d) **EXPERIENCE** of having successfully completed similar works during last 7 years ending 31<sup>st</sup> December 2015 should be either of the following:-

Must have executed at least 3 (three) similar works in the last 7 years for minimum Rs 4.35 lakhs in each order.

(Or)

Must have executed at least 2 (two) similar works in the last 7 years for minimum Rs 5.44 lakhs in each order

(Or)

Must have executed at least one similar works in the last 7 years for minimum Rs 8.70 lakhs in each order

**Note: Similar work means Network Maintenance work .**

- e) Documentary evidences in form of copy of completion certificates from the customer justifying the above mentioned conditions should be submitted along with the Technical Bid.
- f) Bidder should not be under hold or delist or banned by any of BHEL unit as on bid opening date for Network Maintenance Work at BHEL Ranipet. Bidder should give declaration to this effect in the format given in Annexure (VII)
- g) The bidder can also be an MSME vendor registered as per MSME act. The guidelines issued by government from time to time for engaging MSME vendor, will be applicable. However, there can be no relaxation in the eligibility criteria mentioned above.

**Annexure-D****INSTRUCTION TO BIDDERS**

- I. There can be only one bid from each Bidder.
- II. Bidder shall quote for full scope of the Tender .The contract will be awarded to one vendor for full scope of the tender and will not be split.
- III. The bidder should fulfill all statutory and safety requirements for personnel engaged while executing the contract. If BHEL has to incur any expenditure due to non-compliance of the applicable statutory provisions, the same will be compensated by the Bidder.
- IV. BHEL reserves the right to verify / confirm all original documentary evidence submitted by vendors in support of the eligibility criteria. Upon verification, evaluation / assessment, if any information furnished by the bidder is found to be false / incorrect, their total bid will be rejected and no correspondence on the same shall be entertained.
- V. The Bidder along with its associate/collaborators/sub vendors/sub-contractors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
- VI. The rate quoted shall include PF & ESI remittance of the Workers employed in this work. Therefore the tenderer shall quote inclusive of PF & ESI contribution to their workers.
- VII. The contractor shall post suitable qualified and experienced persons to attend the work.
- VIII. The selected vendor shall submit the resumes to BHEL. The resumes of the engineer shall be vetted and accepted by BHEL.
- IX. All expenses towards logistics and incidentals, including lodging, boarding, travel, etc., incurred in connection with the execution of this contract shall be borne by the vendor and shall not be reimbursed by BHEL.
- X. Vendor shall adhere to security procedures of BHEL for material, data, and personnel movement.
- XI. Safety precautions should be taken while doing the work.
- XII. The rate quoted shall be firm and valid for the entire contract period.
- XIII. The Contractor shall follow all statutory requirements like PF, ESI and Minimum wage Act etc, for the entire period of Contract.
- XIV. BHEL reserves the right to reject any offer without assigning any reason.
- XV. The contractor has to maintain necessary Log Book for the work carried out for the entire period.
- XVI. In case of planned absence of any person, suitable replacement shall be made available by the contractor.
- XVII. **PROCEDURE FOR SUBMISSION OF BIDS**
  - a. The bidder shall sign all the pages of the Tender document and all the supporting documents. Signing of the document means that the bidder has fully understood the Tender and complies with all the requirements.
  - b. The Techno-Commercial bid and the Price Bid shall be submitted on or before 14:00 Hrs of the due date indicated in the tender notice.
  - c. Offer shall be made in two parts in separate envelopes, as specified below.

**Part-I: Techno-Commercial Bid**

This part shall consist of the following documents in a separate envelope:

- a. Earnest Money Deposit (EMD): EMD of Rs. 40,000/- shall be submitted with the offer, in the form of Demand Draft from any nationalized bank / scheduled bank, drawn in favour of M/s Bharat Heavy Electricals Limited, Ranipet, Payable at Ranipet. EMD is exempted for bidders having valid registration with NSIC (National Small Industries Corporation Ltd).
- b. All pages of the tender document should be signed.
- c. Un-priced Price Bid format duly signed with the tax break up details. Un- Priced Price Bid shall not contain any Price Information.
- d. All the supporting documents satisfying the Eligibility Criteria/Qualifying Criteria as specified in Annexure C. Bidder may include literature/leaflets, which is relevant to the offer and no general literature shall be enclosed.
- e. Copy of Service Tax registration Certificate, TIN No. and PAN No.

- f. Confirmation to Compliance Sheet as per Annexure III.
- g. The offer shall not contain any counter Conditions / Terms by the bidder.

**Part-II: Price Bid**

This part shall consist of the following documents in a separate envelope:

- a. Price Bid as per the format given. The prices shall be quoted in Indian Rupees only.
- b. Price Bid shall not contain any technical details and/or Techno-Commercial terms/conditions.

**XVIII. MARKING ON THE ENVELOPE**

The offer – Part-I and Part-II – shall be enclosed in separate envelopes with bidder's distinctive SEAL and super-scribed with the details given below:

**PART-I: 1. "PART-I: TECHNO-COMMERCIAL BID"**

**2. Tender Reference and Description of the Tender**

**3. Due Date for Opening of the Tender**

**PART-II: 1. "PART-II: PRICE BID"**

**2. Tender Reference and Description of the Tender**

**The two Envelopes of Part-I and Part-II shall be enclosed in another envelope and submitted with markings specified below:**

**1. Tender Notice / Tender Reference and Description of the Tender**

**2. Due Date for Opening of the Tender**

**3. Bidder's Address and SEAL**

**Note: Un-sealed envelopes and envelopes not super-scribed as above are liable to be rejected.**

**XIX. BID OPENING**

- a. PART-I (Techno-commercial bid) shall be opened on the due date and time as specified in the Tender Notification, in the presence of bidders who may like to attend. Part-II (Price Bid) shall be opened only for such offers, which have qualified after evaluation of PART-I.
- b. For Price Bid (Part-II) opening, date and time of Price opening shall be intimated to the bidders qualified in PART-I.
- c. Not more than two representatives will be permitted to be present for the tender opening. Representative participating in Tender Opening must bring company's authorization letter in original.
- d. Unsolicited bids shall not be entertained at any stage of the tendering process.
- e. No Literature / Data Sheets other than what is relevant for the offer shall be enclosed. All such enclosures shall be considered as unread and also will not be considered as part of the quotation.
- f. BHEL reserves the right to carry out negotiations with bidder on the tender offer / price.

**XX. Tenders received through email/fax will not be considered.**

**XXI. The rate quoted will be valid for the period of contract.**

**TENDER EVALUATION CRITERIA**

The Evaluation of the tender will be carried out as follows:

- a. The bidders shall be evaluated based on the qualifying requirements as given in Annexure 'C'.
- b. Price Bids will be opened only for Techno-Commercially accepted bidders.
- c. The contractor shall be awarded the work on overall L-1 basis for full scope of the Tender.

## GENERAL TERMS & CONDITIONS OF TENDER

### 1.0 Amendment of bidding documents

BHEL may at its sole discretion amend the bidding documents at any time prior to the deadline for submission of bids. However in case of such amendment, the bid submission date may be extended at the discretion of BHEL.

Amendments made prior to submission of bid will be provided in the form of addenda / corrigendum to the bidding documents and will be posted on the BHEL web site (<http://www.bhel.com>) only in tender notification site.

### 2.0 Late Bids

Any bid received by BHEL after the deadline for submission of bids will be summarily rejected and returned unopened to the bidder.

### 3.0 BHEL's Right to accept or Reject any or all Bids

BHEL reserves the full right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.

### 4.0 Price and Validity:

- a. 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 unambiguous terms. Invoices for claiming the contract price shall be as per the prevalent law. BHEL may avail CENVAT/service tax credit and vendors invoice to support the same.
- b. Price should be valid for a period of ninety days (90 days) from the date of opening of the tender.
- c. Bidder should give the price bid in the format as per Annexure X.

**5.0 Applicability of Taxes:** Applicable Service Tax for Network Maintenance Work shall be quoted by the bidder. The service tax will be reimbursed based on documentary evidence.

**6.0 Contract Period:** Two year from the date of Acceptance of LOI. However this contract can be short closed after six months with one month notice period, if required by BHEL. BHEL will make payment only for the period Network Maintenance Work done. On termination of the 'Contract', no payment shall be payable to 'Company' for the remaining period from the date of Termination

### 7.0 PAYMENT TERMS

The payment of AMC charges will be made at the end of each quarter. The payment will be made through EFT after receipt of invoice and verified by Informatics Centre

### 8.0 TERMINATION AND FORE-CLOSURE:

'BHEL' reserves the right to terminate the order/contract, upon situations arising due to non-compliance of contract Terms and conditions.

On termination of the 'Contract', no payment shall be payable to 'Company' for the remaining period from the date of Termination.

### 9.0 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 the applicable Service Tax payable in the Price bid format included in the Bid document which shall be considered for evaluation. The same shall be considered for reimbursement against valid documentary evidence to successful bidders.

The documentary evidence should comprise the following documents:

- a) Copy of service tax Registration certificate.
- b) Copies of challans for deposit of service tax.
- c) A certificate from the vendor that the tax collected from BHEL has been remitted to tax authorities and the certificate should be signed by the authorized official of the contractor mentioning name and designation.

#### **10.0 Non-Disclosure Agreement :**

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

#### **11.0 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.

#### **12.0 Contract Agreement:**

Successful bidder shall sign the Contract Agreement on bond paper (Rs 20 /- ) in the format enclosed in Annexure IX of this Tender Document within One week of acceptance of LOI.

#### **13.0 Settlement of Dispute/Jurisdiction/Arbitration etc:**

BHEL Reserve the following rights to evaluate the bid as per BHEL policy and Govt. guidelines including CVC / Vigilance guidelines by the tender committee duly constituted by BHEL Management. The decision of BHEL, Ranipet Management or Tender committee duly approved by competent authority shall be final and binding to bidder.

#### **14.0 ARBITRATION:**

Any dispute arising out of or in connection with this Agreement shall be resolved by Arbitration by a Sole Arbitrator. The parties agree that BHEL shall appoint the Sole Arbitrator. The Sole Arbitrator shall conduct the arbitration proceedings in accordance with the Arbitration and Conciliation Act 1996 and their statutory modifications and re-enactment thereof.

The place of Arbitration shall be Ranipet, Tamil Nadu. The Arbitrator may hold the proceedings at any venue as per his convenience, after consultation with the parties.

**15.0 JURISDICTION & GOVERNING LAWS:**

15.1 In case of any suit or other legal proceedings arising under this contract the courts at Ranipet (Vellore District) Tamil Nadu only shall have the jurisdiction. This contract will be governed in all respects by India Laws.

15.2 This agreement and any amendments thereto shall be valid and binding upon 'Company' only if signed by the Authorized signatories of both 'BHEL' and 'Company'.

**16.0 EXEMPTIONS, CHANGES IN CONDITIONS**

**a.** FORCE MAJURE: BHEL and/or Vendor shall not be responsible for delay or failure of performance of any of its obligations under or arising out of this contract if the delay or failure results from any of the following conditions - any unforeseeable acts/events beyond the control of the parties, and include natural disasters (earthquake, storm, floods), wars, riots, accidents, strikes, lockouts, epidemics, fire and Government Regulations superimposed after the date of order/contract.

**b.** In the event of the occurrence of any cause constituting FORCE MAJURE, the affected Party shall give notice with full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract, within fifteen days from the event of force majeure.

**c.** If the Vendor is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the contract, BHEL shall have the right to terminate the Contract on the same terms and conditions as are provided for in 'Termination' clause

**17.0 BHEL shall have the right to recover any money due from the contractor from any money due to the contractor under this contract or any other contract or from the security deposit.**

**MSME CERTIFICATION****Annexure I**

MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (as below where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the last date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

All MSE suppliers shall continue to be in PMD with MSE status based on the EM II certificate or valid NSIC certificate.

Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration.

- a) Valid NSIC certificate or
- b) Entrepreneurs Memorandum part II (EM II) certificate ( valid based on deemed validity of 5 years ) or
- c) EM II certificate along with attested copy of CA certificate ( as per prescribed format as below applicable for the relevant financial year (latest audited) , where the deemed validity of EM II is over.

However credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers as per clause 9ii) at the time of tender evaluation.

**Certificate by Chartered Accountant on Letter head**

This is to certify that M/s.....

(hereinafter referred to as 'Company') having its registered office at.....

..... is registered under MSME Act 2006, (Entrepreneur memorandum No (Part-II)..... dtd:.....

Category:..... (Micro/Small). (Copy enclosed)

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

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006:

Rs..... Lacs

2. For Service Enterprises: Investment in equipment ( original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSME Act, 2006.

Rs..... Lacs

**(Strike off whichever is not applicable)**

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

**(Or)**

The company has been graduated from its original category (Micro/Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is ..... (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O.No.3322(E) dated 01-11-2013 published in the gazette notification dated 04-11-2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership number

Seal of Chartered Accountant

**Un-Priced Bid Format**

.No.	Description	Amount for One Year(in Rs.)	Applicable Service Taxes		Total(inclusive of all Taxes) for Two years
			In %	In Rs.	
1	Network maintenance work by posting two network engineers for two years	Quoted		Quoted	Quoted

**Note: 1) Bidder has to clearly specify Applicable Service Tax in % in the respective column of the above given format and submit this filled page also while submitting for the Technical Bid.**

## CONFIRMATION OF COMPLIANCE TO THE TENDER REQUIREMENTS

S. No	Description	Accepted (Yes/No)	Remarks
1.	<p>The vendor shall provide network maintenance support on 24x7 hours basis by posting TWO certified and trained resident engineers at BHEL Ranipet.</p> <p><u>The qualification and experience for the site engineers:</u></p> <p>Engineering Degree Holder with CCNA Certification and Minimum One year experience in network maintenance and support field.</p> <p>The contract period is for Two Years (24 months ) after acceptance of LOI. This contract can be short closed after six months with one month notice period, if required by BHEL.</p>		
2.	<p>Network Maintenance and support scope shall include the following</p> <ul style="list-style-type: none"> <li>A) Manage basic LAN issues like connectivity, I/O, cable issues, patch cords, connector panels etc.</li> <li>B) Update Network documentation</li> <li>C) Identify and solve the router and switches issues</li> <li>D) Network performance monitoring and analysis</li> <li>E) Trouble shooting and fixing Network related problems</li> <li>F) Managing devices like H-connect, Media Converter</li> <li>G) Escalation of Network problems</li> <li>H) Co-ordinate with hardware team and other support groups</li> <li>I) Installation and configuration of active devices</li> <li>J) Complete log book of activities done by the resident engineers should be maintained.</li> </ul>		
3.	<p>The resident engineers:</p> <ul style="list-style-type: none"> <li>A) Shall observe BHEL working hours and BHEL holidays. BHEL working hours are 8AM to 4:30PM, 6 days a week. Network engineers shall work in two shifts. Shift time is 08:00 AM – 04:30 PM and 04:30PM to 01:00 AM and shall be available on call basis round the clock, to meet any exigency.</li> <li>B) The CV of the Resident Engineers shall be vetted by BHEL Ranipet.</li> <li>C) When resident engineer goes on leave, suitable substitute shall be arranged for the leave period.</li> <li>D) Shall change the resident engineers only after seeking permission from BHEL and arranging for proper substitute.</li> <li>E) Shall ensure network connectivity up to the desktop level.</li> </ul>		

	<p>F) Shall have their own vehicles for movements and shall have mobile phones accessible from BHEL landline/mobile phones.</p> <p>G) Accommodation, boarding, transport and other logistics for these engineers are vendor's scope.</p>		
4.	<p>A) The contractor has to comply all applicable statutory requirements like PF, ESI throughout the contract period. The contractor has to remit the P.F &amp; ESI contribution in their own code and BHEL will not allot sub code. The contractor has to pay at least the prevalent minimum wages for skilled worker as fixed by the State Government of Tamil Nadu and additional Payment as insisted by BHEL.</p> <p>B) The current minimum wages as fixed by the Government of Tamil Nadu for skilled worker is Rs8625/- Per Month. BHEL insisted additional payment payable to the skilled worker is Rs 4100/-Per Month. Accordingly, the current minimum wage including BHEL insisted additional payment for skilled worker is Rs. 12,725/- Per Month. This minimum wage should be covered under Basic Pay.</p> <p>C) The Contractor's quoted rate shall inclusive of the above wages plus all statutory payments for the same. The tenderer shall quote inclusive of PF &amp; ESI contribution.</p>		

Signed By:

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Organization: \_\_\_\_\_

Date &amp; Place: \_\_\_\_\_

Phone/Fax/Mobile/Email: \_\_\_\_\_

Stamp &amp; Seal: \_\_\_\_\_

**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:

Company:

Signature:

**Annexure V****ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER**

01	<b>NAME &amp; ADDRESS OF THE SUPPLIER / VENDOR</b>												
		<b>PAN No</b>											
02	<b>VENDOR CODE</b> (as in WORK ORDER)												
03	<b>Details of Bank Account:</b>												
A)	<b>NAME &amp; ADDRESS OF THE BANK</b> (WITH PIN CODE)												
B)	<b>BANK TELEPHONE NUMBER</b> (WITH STD CODE)												
C)	<b>BANK BRANCH CODE</b>												
D)	<b>MICR CODE</b>												
E)	<b>ACCOUNT NUMBER</b>												
F)	<b>TYPE OF ACCOUNT</b>	CURRENT A/C / OD / CASH CREDIT											
G)	<b>VENDOR NAME AS PER BANK RECORDS</b>												
H)	<b>BANK BRANCH RTGS IFSC CODE</b>												
I)	<b>BANK BRANCH NEFT IFSC CODE</b>												
J)	<b>VENDOR'S E-MAIL ID</b> (give two ids)												
K)	<b>NAME OF AUTHORISED SIGNATORY</b>												

**CERTIFICATE**

I /We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED, RANIPET by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited, Ranipet. I / We also agree to bear the applicable Bank Charges for the above mode of transfer.

AUTHORISED SIGNATORY OF VENDOR WITH SEAL

**Banker's Certification**

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of \_\_\_\_\_ (name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE:

\_\_\_\_\_

(Manager / Officer's

DATE:

(Signature Under Bank stamp)

Authorization no:

Note: This EFT Form is to be submitted duly filled in manually in all fields and duly signed by Authorized Signatory and certified by Banker.

**ANNUAL TURNOVER OF BIDDER**

Sl.No.	Financial Year	Turnover (In Rs. Lakhs)
1		
2		
3		

**Note:** During the last 3 years ending 31st March of the previous year

Signed By:

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Organization: \_\_\_\_\_

Date & Place: \_\_\_\_\_

Phone/Fax/Mobile/Email: \_\_\_\_\_

Stamp & Seal: \_\_\_\_\_

Place:

Date:

**Annexure VII**

**CONFIRMATION ON NOT HOLD/DELISTED/BANNED**

With reference to the tender<tender ref no>we confirm that we have not been under hold or delist or banned by any of BHEL unit as on bid opening date for Network Maintenance Work at BHEL Ranipet

Signed By:

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Organization: \_\_\_\_\_

Date & Place: \_\_\_\_\_

Phone/Fax/Mobile/Email: \_\_\_\_\_

Stamp & Seal: \_\_\_\_\_

Place:

Date:

**CONFIRMATION OF NOT BANKRUPTED**

With reference to the tender<tender ref no> we confirm that we have not been involved in any bankruptcy issues as on bid opening date for Network Maintenance Work at BHEL Ranipet..

Signed By:

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Organization: \_\_\_\_\_

Date & Place: \_\_\_\_\_

Phone/Fax/Mobile/Email: \_\_\_\_\_

Stamp & Seal: \_\_\_\_\_

Place:

Date:

Contract Ref:

### **Agreement for Network Maintenance Work at BHEL Ranipet**

This agreement made on this \_\_\_\_ day of \_\_\_\_\_ between M/s. \_\_\_\_\_ (hereinafter called the 'Company') of the one part, and the BHARAT HEAVY ELECTRICALS LIMITED, RANIPET 632 406, incorporated under the Companies Act, 1956 and having its registered office in BHEL House, Siri Fort, New Delhi (hereinafter called the 'BHEL') of the other part.

Whereas 'Company' is in the business of Network Maintenance Work and whereas the 'BHEL' has placed an order (<loi ref no and date>) on Company for Network Maintenance Work at BHEL Ranipet for a period of Two years as per contract (<loi ref no and date>) and 'Company' has agreed to provide Network Maintenance Work at BHEL Ranipet under the following terms and conditions.

Now, therefore, the agreement witnessed as follows:

#### **1.0 CONTRACT REFERENCE:**

1.1) This Agreement shall be read along with terms and conditions mentioned in the tender document including General Terms and conditions of the Tender and Contract (<loi ref no and date>). All Terms and Conditions of the contract shall be fulfilled along with the clauses of this agreement.

#### **2.0 SCOPE OF CONTRACT (in brief):**

Company will provide Network Maintenance Work at BHEL Ranipet for a period of Two years in consideration of the payment as per Terms and Conditions of the Contract.

#### **3.0 DEFINITIONS:**

In this agreement, 'Contract' means the Contract referred in the Clause 1.1

#### **4.0 MAINTENANCE:**

- 4.1 Network manpower shall be deployed to keep the network in good working condition during the period of Contract.
- 4.2 The 'Company' will station two CCNA qualified and experienced (minimum one year) Engineers at BHEL site during contract period, for upkeep and maintenance of network system. Out of these two engineers, one engineer should come in general shift (8:00 AM to 4:30 PM) and other engineer should come in second shift (4.30 PM to 1.00 AM) and shall be available on call basis round the clock, to meet any exigency.
- 4.3 'Company' shall arrange a system for registration, monitoring and redress of all complaints during the contract period.
- 4.4 The contractor has to comply all applicable statutory requirements like PF, ESI throughout the contract period. The contractor has to remit the P.F & ESI contribution in their own code and BHEL will not allot sub code. The contractor has to pay at least the prevalent minimum wages for skilled worker as fixed by the State Government of Tamil Nadu and additional Payment as insisted by BHEL.
- 4.5 The current minimum wages as fixed by the Government of Tamil Nadu for skilled worker is Rs8625/- Per Month. BHEL insisted additional payment payable to the skilled worker is Rs 4100/-Per Month. Accordingly, the current minimum wage including BHEL insisted additional payment for skilled worker is Rs. 12,725. This minimum wage should be covered under Basic Pay.
- 4.6 The Contractor's quoted rate shall inclusive of the above wages plus all statutory payments for the same. The tenderer shall quote inclusive of PF & ESI contribution

#### **5.0 PAYMENT TERMS:**

Payment will be made on Monthly basis in arrears and after receipt of invoice and duly certified the same by Informatics Centre. The payment will be made through EFT .

#### **6.0 TERMINATION AND FORE-CLOSURE:**

'BHEL' reserves the right to terminate the order/contract, upon situations arising due to non-compliance of contract Terms and conditions.

On termination of the 'Contract', no payment shall be payable to 'Company' for the remaining period from the date of Termination.

**7.0 CONFIDENTIALITY:**

'Company' and its representatives shall, at all times, maintain complete confidentiality of all data, information, software, drawings and documents, etc. belonging to 'BHEL' and also of the systems, procedures, reports, input documents, manuals, results and any other documents discussed and/or finalized during the course of execution of the 'contract'.

**8.0 ARBITRATION:**

Any dispute arising out of or in connection with this Agreement shall be resolved by Arbitration by a Sole Arbitrator. The parties agree that BHEL shall appoint the Sole Arbitrator. The Sole Arbitrator shall conduct the arbitration proceedings in accordance with the Arbitration and Conciliation Act 1996 and their statutory modifications and re-enactment thereof.

The place of Arbitration shall be Ranipet, Tamil Nadu. The Arbitrator may hold the proceedings at any venue as per his convenience, after consultation with the parties.

**9.0 JURISDICTION & GOVERNING LAWS:**

9.1 )In case of any suit or other legal proceedings arising under this contract the courts at Ranipet (Vellore District) Tamil Nadu only shall have the jurisdiction. This contract will be governed in all respects by India Laws.

9.2)This agreement and any amendments thereto shall be valid and binding upon 'Company' only if signed by the Authorized signatories of both 'BHEL' and 'Company'.

**10.0 ENTIRE CONTRACT:**

10.1 )The Contract No: ((<loi ref no and date>)) forms part of this agreement along with the references mentioned therein.

10.2)This agreement and any amendments thereto shall be valid and binding upon 'Company' only if signed by the Authorized signatories of both 'BHEL' and 'Company'.

IN WITNESS WHEREOF, 'BHEL' has caused this agreement to be signed at Ranipet, the day and year first above written, while 'Company' has caused this agreement to be signed at \_\_\_\_\_ through its authorized signatory – under their stamp who are the only constituted attorneys for this purpose, the day and year indicated below against the execution on its behalf.

SIGNED AND DELIVERED FOR & on behalf of the above named 'Company' by its authorized representative:

At Ranipet this day of 2016

**Annexure X****Price Bid**

SI.No.	Description	Amount for One Year(in Rs.)	Applicable Service Taxes		Total(inclusive of all Taxes) for Two years
			In %	In Rs.	
1	Network maintenance work by posting two network engineers for two years				