
TENDER SPECIFICATION

TENDER NO. BHEL/NR/SCT/IT-MAINT/AMC/1000

FOR

"Annual Maintenance Contract for Facility Management Services for two years for BHEL PSNR"

PART I – TECHNICAL BID



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



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

Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
Power Sector – Northern Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar, NOIDA – 201 301(INDIA)
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TENDER NO. BHEL/NR/SCT/IT-MAINT/AMC/1000

IMPORTANT NOTE

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

THIS TENDER SPECIFICATION ISSUED TO:

M/S-----

Rev 01
1st Jun
2012

NOTICE INVITING TENDER

(Document No PS:MSX:NIT)

Bharat Heavy Electricals Limited



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NOTICE INVITING TENDER (NIT)

NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES

OR

PURCHASE TENDERS FROM THIS OFFICE ALSO

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To

Dear Sir/Madam

Sub : NOTICE INVITING TENDER

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

1.0 Salient Features of NIT

SL NO	ISSUE	DESCRIPTION
i	TENDER NUMBER	BHEL/NR/SCT/IT-MAINT/AMC/1000
ii	Broad Scope of job	“Annual Maintenance Contract for Facility Management Services for two years for BHEL PSNR.”
iii	DETAILS OF TENDER DOCUMENT	
a	Volume-IA	<i>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc</i> <i>Applicable</i>
b	Volume-IB	<i>General Conditions of Contract (GCC)</i> <i>Applicable</i>
C	Volume-IC	<i>Forms and Procedures</i> <i>Applicable</i>
d	Volume-II	<i>Price Schedule (Absolute value).</i> <i>Applicable</i>
iv	Issue of Tender Documents	<ol style="list-style-type: none"> 1. Sale from BHEL PS Regional office at : Start : 20/06/15 , Time : 0900 HRS Closes: 13/07/15 , Time :1200 HRS 2. From BHEL website (www.bhel.com) Tender documents will be available for downloading from website till due date of submission <i>Applicable</i>
v	DUE DATE & TIME OF OFFER SUBMISSION	Date : 13/07/15, Time : 1500 HRS Place : Noida <i>Applicable</i>
vi	OPENING OF TENDER	Date : 13/07/15 <i>(Within 2 hours of the latest due date and time of offer submission).</i> Notes: (1) <i>In case the due date of opening of tender</i> <i>Applicable</i>

		<i>becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day. (2) Bidder may depute representative to witness the opening of tender</i>	
vii	EMD AMOUNT	Rs 40,000/-	<i>Applicable</i>
viii	COST OF TENDER	Rs 2000/-.	<i>Applicable</i>
ix	LAST DATE FOR SEEKING CLARIFICATION	Date: 30/06/2015 <i>Along with soft version also, addressing to undersigned & to others as per contact address given below</i>	<i>Applicable</i>
x	SCHEDULE OF Pre Bid Discussion (PBD)		<i>Not applicable.</i>
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)		<i>Not applicable.</i>
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications →View Corrigendums) <u>and not in the newspapers</u> . Bidders to keep themselves updated with all such information	

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

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

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

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

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

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

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

7.0 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.

8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).

9.0 Assessment of Capacity of Bidders:

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

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

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

i). ~~Total number of Packages
Total number of Packages in hand = P
Where~~

- ~~'P' is the sum of all unit wise identified packages under execution with BHEL Regions as of the cut off month defined above, including packages yet to be commenced, excepting packages which are on HOLD due to reasons not attributable to Bidder..~~

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

(Note: For example if 'latest date of bid submission' is in Aug 2011, then the 'performance' shall be assessed for a 6 month period upto and inclusive of June 2011, for all the unit wise identified packages (refer Table 1))

i). ~~Calculation of Overall 'Performance Rating' for 'similar Package/Packages' for the tendered scope under execution at Power Sector Regions for the 'Period of Assessment':
This shall be obtained by summing up the 'Monthly Performance Evaluation' scores obtained by the bidder in all Regions for all the similar Package/packages', divided by the total number of Package months for which evaluation should have been done, as per procedure below:~~

a) ~~$P_1, P_2, P_3, P_4, P_5, \dots, P_N$ etc be the packages (under execution/ executed during the 'Period of Assessment' in all Regions) SIMILAR to the packages covered under the tendered scope, excepting packages not commenced. Total number of similar packages for all Regions = P_T (ie $P_T = P_1 + P_2 + P_3 + P_4 + \dots + P_N$)~~

b) ~~Number of Months ' T_1 ' for which 'Monthly Performance Evaluation' as per relevant formats, should have been done in the 'Period of Assessment' for the corresponding similar package P_1 . Similarly T_2 for package P_2 , T_3 for package P_3 , etc for the tendered scope. Now calculate cumulative total months ' T_T ' for total similar Packages ' P_T ' for all Regions (i.e $T_T = T_1 + T_2 + T_3 + T_4 + \dots + T_N$)~~

c) ~~Sum ' S_1 ' of 'Monthly Performance Evaluation' Scores ($S_{1,1}, S_{1,2}, S_{1,3}, S_{1,4}, S_{1,5}, \dots, S_{1,N}$) for similar package P_1 , for the 'period of assessment' ' T_1 ' (i.e $S_1 = S_{1,1} + S_{1,2} + S_{1,3} + S_{1,4} + S_{1,5} + \dots + S_{1,N}$). Similarly S_2 for package P_2 for period T_2 , S_3 for package P_3 for period T_3 , etc for the tendered scope for all Regions. Now calculate cumulative sum ' S_T ' of 'Monthly Performance Evaluation' Scores for total similar Packages ' P_T ' for all Regions (i.e ' $S_T = S_1 + S_2 + S_3 + S_4 + S_5 + \dots + S_N$)~~

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

~~————— **Aggregate of Performance scores for all similar packages in all the Regions**~~

~~————— =~~

~~————— **Aggregate of months for each of the similar package for which performance should have been evaluated in all the Regions**~~

$$\frac{\sum S_T}{\sum T_T}$$

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

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

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

ii) ~~Calculation of Overall 'Performance Rating' (R_{BHEL}) in case 'similar Package/Packages' for the tendered scope ARE NOT AVAILABLE, during the 'Period of Assessment':~~

This shall be obtained by summing up the 'Monthly Performance Evaluation' scores obtained by the bidder in all Regions for ALL the packages, divided by the total number of Package months for which evaluation should have been done. 'R_{BHEL}' shall be calculated subject to availability of 'performance scores' for at least 6 'package months' in the order of precedence below:

- a) Period of Assessment.
- b) 12 months preceding the cut-off month
- c) 24 months preceding the cut-off month
- d) 36 months preceding the cut-off month

In case, R_{BHEL} cannot be calculated as above, then Bidder shall be treated as 'NEW VENDOR'. Further eligibility and qualification of this bidder shall be as per definition of 'NEW VENDOR' described in 'Explanatory Notes'

iii) ~~Factor "L" assigned based on Overall Performance Rating (R_{BHEL}) at Power Sector Regions.:~~

Sl no	Overall Performance Rating (R _{BHEL})	Corresponding value of 'L'
1	=60	NA
2	> 60 and ≤ 65	0.4

3	≥ 65 and ≤ 70	0.35
4	≥ 70 and ≤ 75	0.25
5	≥ 75 and < 80	0.2
6	≥ 80	NA

III. 'Assessment of Capacity of Bidder':

'Assessment of Capacity of Bidder' is based on the Maximum number of packages for which a vendor is eligible, considering the performance scores of similar packages, as below:

Max number of packages $P_{Max} = (R_{BHEL} - 60)$ divided by corresponding value of 'L'
i.e. $(R_{BHEL} - 60)/L$

Note:

- i. In case the value of P_{Max} results in a fraction, the value of P_{Max} is to be rounded off to next whole number
- ii. For $R_{BHEL} = 60$, $P_{Max} = '1'$
- iii. For $R_{BHEL} \geq 80$, there will be no upper limit on P_{Max}

The Bidder shall be considered 'Qualified' as per 'Assessment of Capacity of Bidder' for the subject Tender if $P \leq P_{Max}$

(where P is calculated as per clause 9.1)

IV. Explanatory note:

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

b) Identified Packages (Unit wise)

Table-1

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

c) Bidders who have not been evaluated for at least six package months in the last 36 months in the online BHEL system for contractor performance evaluation in BHEL PS Regions, wef July'2010 shall be considered "NEW VENDOR".

A 'NEW VENDOR' shall be considered qualified subject to satisfying all other tender conditions

A 'NEW VENDOR' if awarded a job (of package/packages identified under this clause) shall be tagged as "FIRST TIMER" on the date of first LOI from BHEL.

The "FIRST TIMER" tag shall remain till execution of work for a period of not less than 09 months, from the commencement of work of first package

A Bidder shall not be eligible for the next job as long as the Bidder is tagged as "FIRST TIMER" excepting for the Tenders which have been opened on or before the date of the bidder being tagged as 'FIRST TIMER'.

After removal of 'FIRST TIMER' tag, the Bidder shall be considered 'QUALIFIED' for the future tenders subject to satisfying all other tender conditions including 'Capacity Evaluation of Bidders'.

d) ~~In the unlikely event of all bidders shortlisted against Technical and Financial Qualification criteria not meeting the criteria on 'Assessment of Capacity of Bidders' detailed above, OR leads to a single tender response on applying the criteria of 'Assessment of Capacity of Bidders' or due to non approval by Customer, then BHEL at its discretion reserves the right to consider the further processing of the Tender based on the Overall Performance Rating 'R_{BHEL}' only, starting from the upper band.~~

e) ~~'Under execution' shall mean works in progress as per the following:~~

i. ~~up to Boiler Steam Blowing in case of Steam Generator and Auxiliaries~~

ii. ~~upto Synchronisation in case of all other works excepting sl no (i) and (iii)~~

iii. ~~Upto execution of at least 90% of anticipated contract value in case of Civil & Structures (unit wise), Enabling works and upto 90% of material unloading (in tonnage) as per the original contract in case of MM Package.~~

Note : ~~BHEL at its discretion can extend (or reduce in exceptional cases in line with Contract conditions) the period defined against (i), (ii) and (iii) above, depending upon the balance scope of work to be completed.~~

f) ~~Performance evaluation in CL 9 above is applicable to Prime bidder and consortium partner (or Technical tie up partner) for their respective scope of work.~~

10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.

11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.

12.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.

13.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise,

interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.

- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 15.0 Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), **if applicable**, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (1) above.**
- 16.0 The Bidder has to satisfy the Pre Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.
- 17.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorised representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.
- 18.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 19.0 BHEL reserves the right to decide the successful bidder on the basis of Reverse Auction process. In such case all qualified bidders will be intimated regarding procedure/ modality for Reverse Auction process prior to Reverse Auction and price will be decided as per the rules for Reverse Auction. .
- However, if reverse auction process is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the sealed 'PRICE BIDS' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.
- 20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23.0 **Not used**
- 24.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 25.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 26.0 The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.
- 27.0 BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit „online sealed bid“ in the Reverse Auction. Non-submission of „online sealed bid“ by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.”

Information and General Terms and Conditions governing RA shall form part of the RFQ/ Enquiry.

28.0 It may please be noted that guidelines/rules in respect of Suspension of Business dealings, 'Vendor evaluation format', 'Quality, Safety & HSE guidelines', etc may undergo change from time to time and the latest one shall be followed.

29.0 **Micro and Small Enterprises (MSE)**

Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer

Type under MSE	SC/ST owned	Others
Micro		
Small		

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

MSE suppliers can avail the intended benefits only if they submit along with the offer, or before price bid opening, attested copies of either EM-II certificate having deemed validity (two years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with CA certificate (format enclosed as Annexure - 3) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or Small) where the deemed validity of EM-II is over. Date to be reckoned for determining the deemed validity will be last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.

MSEs shall be exempted from payment of earnest money at the time of tender deposit. However, there is no exemption of security deposit submission

No benefits shall be applicable for that particular enquiry if the required documents are not submitted before price bid opening.

30.0 Order of Precedence

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- a. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
- b. Notice Inviting Tender (NIT)
- c. Price Bid
- d. Technical Conditions of Contract (TCC)—Volume-1A
- e. General Conditions of Contract (GCC) —Volume-1B

for BHARAT HEAVY ELECTRICALS LTD

(SCT)

Enclosure

01. Annexure-1: Pre Qualifying criteria.

02. Annexure-2: Check List.
- 03 Annexure-3: Chartered Accountant certificate for MSMED
04. Annexure-4: GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION (RA)
05. Annexure-5: Authorization of representative who will participate in the online Reverse Auction Process
06. Other Tender documents as per this NIT.

ANNEXURE - 1**PRE QUALIFYING REQUIREMENTS**

JOB	"Annual Maintenance Contract for Facility Management Services for two years for BHEL PSNR"
TENDER NO	BHEL/NR/SCT/IT-MAINT/AMC/1000

SL NO.	PRE QUALIFICATION CRITERIA	Name and Description of qualifying criteria
1.	<p>The tenderer should have executed during last seven years ending last day of month previous to the one in which applications are invited, contracts involving maintenance of computer hardware including PCs, and peripherals and Local Area Network at different locations as follows:</p> <p>(a) One single work of similar nature valuing Rs. 14.40 lacs or above</p> <p style="text-align: center;">'OR'</p> <p>(b) Two works of similar nature value each of Rs. 9.00 lacs or above</p> <p style="text-align: center;">'OR'</p> <p>(c) Three works of similar nature valuing each of Rs. 7.20 lacs or above</p>	
2.	The tenderer should have an average annual turnover of minimum of Rs. 5.40 lacs (Rupees Five lacs forty thousand) based on audited accounts of last three Financial years (2011-12, 2012-13 and 2013-14). Bidders shall submit audited annual account (Balance Sheet and Profit and Loss Account) in support of this.	
3.	The tenderer should have an office in Delhi/NCR. The documentary evidence like Rental agreement or Rent Receipt or Electricity bill or Telephone bill etc.in the name of firm or proprietor or partner or director.	

Notes

- Bidders shall submit supporting documents towards successful completion and satisfactory performance of works under Sl. No.1
- For QR Sl no 1, value of work is to be updated as per the PVC formula of GCC with indices for "All India Avg. Consumer Price Index for Industrial Workers" with base month as date of execution and indexed upto two months prior to bid opening month. This condition will be applicable only for the completed jobs and not for the jobs in progress as on date of technical bid opening.
- For QR SL. NO.1 above, the word 'Executed' means the bidder should have achieved the criteria, specified in the QR, even if the total contract has not been completed or closed.
- If the Qualifying work is executed in the last seven years period, as specified above, even if it has been started earlier, the same will also be considered meeting the qualifying requirements..

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

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

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

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

DATE :

AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

ANNEXURE - 3**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 MSMED 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 on date..... as per MSMED 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 **MSMED** Act, 2006:

Rs Lacs

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

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant

ANNEXURE - 4**GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION (RA)**

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to “REVERSE AUCTION PROCEDURE” i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit “online sealed bid” in the Reverse Auction. Non submission of “online sealed bid” by the bidder for any of the eligible items for which techno commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL’s standard practice.
12. Bidders shall be required to read the “Terms and Conditions” section of the auctions site

of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction“, which will be communicated before the Reverse Auction.

13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1(s) bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

ANNEXURE - 5**Authorization of representative who will participate in the on line Reverse Auction Process;**

1	NAME & DESIGNATION OF OFFICIAL	
2	POSTAL ADDRESS (COMPLETE)	
3	TELEPHONE NOS. (LAND LINE & MOBILE BOTH)	
4	FAX NO.	
5	E-MAIL ADDRESS	
6	NAME OF PLACE/ STATE/ COUNTRY, WHEREFROM S/HE WILL PARTICIPATE IN THE REVERSE AUCTION	

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2012

TECHNICAL CONDITIONS OF CONTRACT (TCC)

(Document No PS:MSX:TCC)

BHARAT HEAVY ELECTRICALS
LIMITED



TECHNICAL CONDITIONS OF CONTRACT (TCC) CONTENTS

SI No	DESCRIPTION	Clause
	TERMS AND CONDITIONS	
1	SYNOPSIS	Clause -I
2	SCOPE OF WORKS	Clause -II
3	QUALIFICATION OF RESIDENT ENGINEERS	Clause -III
4	INCIDENTAL	Clause -IV
5	COMPENSATION	Clause -V
6	GENERAL DEDUCTION	Clause -VI
7	TERMS OF PAYMENTS	Clause -VII
8	TAXES & DUTIES	Clause -VIII
9	PERIOD	Clause -IX
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TECHNICAL CONDITIONS OF CONTRACT (TCC)

1. SYNOPSIS

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

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

PSNR has around 200 odd nodes in the Local network at HQ. The workstations are generally running with Windows XP / Windows7 / Windows8 as operating system and are of multinational brand. MS-Office is being used as office automation software for day to day work. All the systems are in warranty period.

2. SCOPE OF WORK

2.1 FACILITY MANAGEMENT SERVICES

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

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

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

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

Scanning of documents as and when required.

2.2 BACKUP

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

3. QUALIFICATION OF RESIDENT ENGINEERS

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

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

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

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

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

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

4. Incidental

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

2. BHEL shall pay per diem charges of 300/- to the individual engineer directly upon certification of having visited/ worked at the site for the absence from HQ. The diem charges period shall not include journey period.

5. COMPENSATION

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

6. GENERAL DEDUCTION

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

7. PAYMENT PLAN

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

8. TAXES & DUTIES

8.1 SERVICE TAX & CESS ON SERVICE TAX

Service Tax and Cess on Service Tax as applicable on output Services are excluded from contractor's scope; therefore contractor's price/rates shall be exclusive of Service Tax and Cess on Output Services.

Contractor shall obtain prior written consent of BHEL before billing the amount towards such taxes. The Service Tax Rules permit more than one option or methodology for discharging the liability of tax/levy/duty and BHEL will have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Contractor. Contractor shall submit to BHEL documentary evidence of Service Tax registration certificate specifying name of services covered under this contract.

For the purpose of claiming Service Tax from BHEL, the following procedure shall be adopted : Contractor shall submit serially numbered Service Tax and Cess Invoices, signed by him or a person authorized by him in respect of taxable service provided, and shall contain the following, namely:

TECHNICAL CONDITIONS OF CONTRACT (TCC)

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

All the four conditions shall be fulfilled in the invoice for payment of Service Tax by BHEL. Where more than one nature of Service under Service Tax Rules is involved, the invoice mentioned above shall contain the break up of all values for each nature of Service.

Name & address of the contractor should be same in the service tax invoice & monthly bill. Any change in the name & address in past should be supported by documentary evidence duly Certified by registering authority.

Purpose of above requirements, inter alia, is to enable availment of CENVAT credit by BHEL. As per recent amendment time restrictions for taking cenvat credit is within Twelve months from date of invoice. Wherever CENVAT credit could not be availed by BHEL within statutory time limit of 6 months due to delay in submission of invoice or for any other reason attributable to contractors, liability towards loss of such CENVAT credit shall be passed on to contractors.

8.2 MODALITIES OF TAX INCIDENCE ON BHEL

Wherever the relevant tax laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL will have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Contractor.

8.3 New Taxes/Levies

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

In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer, the Bidder/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of Price Bid. Claim for any such impact after opening the Price Bid will not be considered by BHEL for reimbursement of tax or reassessment of offer. No reimbursement/recovery on account of increase/reduction in the rate of taxes, levies, duties etc. on input goods/services/work shall be made. Such impact shall be taken care of by the Price Variation/Adjustment Clause (PVC) if any. In case PVC is not applicable for the contract, Bidder has to make his own assessment of the impact of future variation if any, in rates of taxes/duties/ levies etc. in his price bid.

9. PERIOD

The Duration of the contract shall be two years.

10. NON DISCLOSURE AGREEMENT

The Contractor has to enter into a NON disclosure agreement with BHEL as per the standard format of BHEL.