

**Tender ref. no. TBG/NOIDA/IT-AMC/22-23/TENDER Dated 21.06.2022**

**Tender for “Annual Maintenance Contract of IT Items of BHEL-TBG, Noida for One year”**

**Introduction:**

BHEL is the largest engineering and manufacturing enterprise in India in the energy related/infrastructure sector, today. BHEL was established more than 50 years ago, ushering in the indigenous Heavy Electrical Equipment industry in India - a dream that has been more than realized with a well-recognized track record of performance. BHEL manufactures over 180 products under 30 major product groups and caters to core sectors of the Indian Economy viz., Power Generation & Transmission, Industry, Transportation, Telecommunication, Renewable Energy, etc. The wide network of BHEL's 17 manufacturing divisions, four Power Sector regional centers, over 100 project sites, eight service centers and 18 regional offices, enables the Company to promptly serve its customers and provide them with suitable products, Systems and services. The high level of quality & reliability of its products is due to the emphasis on design, engineering and manufacturing to international standards by acquiring and adapting some of the best technologies from leading companies in the world, together with technologies developed in its own R&D centers. BHEL's vision is to become a world-class engineering enterprise, committed to enhancing stakeholder value. The company is striving to give shape to its aspirations and fulfil the expectations of the country to become a global player.

**Objective:** BHEL intends to have Annual Maintenance Contract for IT devices (listed in BOQ) for a period of one year.

**AMC of the following items are required for BHEL-TBG for One Year:**

| Sl. No. | Item Name                         | Make & Model                                     | Qty (Nos.) |
|---------|-----------------------------------|--------------------------------------------------|------------|
| 1       | PC-General                        | HP PRODESK600 G1SFF - 8GB RAM/500GB HDD          | 121        |
| 2       | Engineering PC                    | HP PRODESKZ 230 SFF- 16GB RAM/500GB HDD          | 29         |
| 3       | LaserJet Printer-A4 Mono Personal | HP LaserJet Pro M202dw                           | 5          |
| 4       | LaserJet Printer-A4 Mono General  | HP LaserJet 400 M401dne                          | 3          |
| 5       | LaserJet Printer-A4 Mono High End | HP LaserJet M605                                 | 6          |
| 6       | LaserJet Printer-A3 Mono High End | HP LaserJet 700 M712                             | 4          |
| 7       | LaserJet Printer-A3 Mono High End | HP LaserJet Enterprise MFP M725                  | 1          |
| 8       | LaserJet Printer-A4 Color Low End | HP LaserJet Pro 400 color Printer M451dn         | 2          |
| 9       | LaserJet Printer-A3 Colour        | HP Color LaserJet M750                           | 2          |
| 10      | Scanner-A4 Color High End         | HP Scanjet Enterprise 7500 Flatbed Scanner       | 3          |
| 11      | Scanner-A3 Color High End         | HP Scanjet Enterprise Flow N9120 Flatbed Scanner | 5          |
| 12      | Service Engineer                  |                                                  | 1          |

**BHEL TBG, Noida office Address:**

**Bharat Heavy Electricals Limited (BHEL),  
Transmission Business Group (TBG),  
10<sup>th</sup> Floor at Plot No.C-20/1A/1,  
Joy Tower, Sector-62,  
Noida – 201301.  
Ph. No. 0120-6748134, 0120-6748448**

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**1. Instructions to bidders:**

- I. The Bidder must give his compliance point by point.
  - II. BHEL shall not be responsible for any misinterpretation or wrong assumption by the bidder.
  - III. Any type of Consortium Bid is not allowed.
2. EARNEST MONEY DEPOSIT: Rs. 13,471/-
3. The L1 bidder shall submit the item wise price break up to BHEL.
4. The prospective bidders who have downloaded the tender documents from our website are requested to send their acknowledgement and willingness to participate in the tender to the undersigned, through email.
5. Offers should be strictly in accordance with the Tender Specifications and General Instructions to Tenderer enclosed herewith.
6. All documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder.
7. Clarifications, if any, can be obtained from the undersigned but such requests should be submitted well before the due date for submission of tenders. Due date for submission and opening of tenders will not be extended on such grounds.
8. The Bidders are advised to visit BHEL, TBG, Noida office to have better understanding of job.
9. The tender shall be finalized through Price bid Opening as per GeM terms and conditions.
10. The offers of the bidders who are under suspension as also the offers 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](http://www.bhel.com).
- 1.0 Integrity commitment, performance of the contract and punitive action thereof:
- 1.1. Commitment by BHEL:
- BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. During the tender process BHEL will treat all Bidder(s) in a transparent and fair manner, and with equity.
- 1.2. Commitment by Bidder/ Supplier/ Contractor:
- 1.2.1. The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
- 1.2.2. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

- 1.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.
- If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions”.
11. Also, offer of the bidders who are suspended (under hold/ delist) for business dealings by BHEL, TBG shall not be considered. Please note that lifting/ restoration of suspension (Ban/Hold/ De-list) of business dealing is not automatic after expiry of specified suspension period. Hence, vendor shall be considered as suspended for business till suspension is lifted by BHEL in writing on specific request of the vendor as per extant guidelines.
12. BHEL Fraud Prevention Policy, "The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ 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."
13. Offers will be scrutinized based on the qualifying requirements and only those who are technically and financially capable to execute the Job and who fulfil the Pre-Qualifying Requirements (PQR) are eligible to quote against the above NIT. However, final acceptance of the bidder/ offer shall be subject to acceptance of our customer.
14. The evaluation currency for this tender shall be INR.
15. In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.
- In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by toss/ draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).
- Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.
16. Technical Bid will be opened in the office of undersigned. If required, technical discussions will be held with only those bidders who have taken any deviations. Bidders representative may be present during technical bid opening for technical discussion, if required. The price bids will be opened subsequently, after Technical Bids of all the bidders have been evaluated and frozen. Bidders should quote their most competitive rates as there will not be any price negotiation. However if felt necessary by BHEL, price negotiation will be held with lowest bidder (L-1) only. **IT WOULD BE PREFERRED THAT YOUR OFFER IS WITHOUT ANY DEVIATION w.r.t. TENDER SPECIFICATIONS AND THE SAME MAY BE CLEARLY MENTIONED ON THE COVERING LETTER ACCOMPANYING THE TECHNICAL BID.** Offers with deviations are likely to be rejected. However if the bidder insists on any technical or commercial deviations, from the specification and/or tender conditions, the price implication if any, of withdrawing the deviations must be submitted along with the price bid in a separate sealed envelope superscribed "Price Implication for withdrawal of deviations".
17. In case any adverse information is received concerning performance, capability or conduct of the bidder after issue of tender enquiry, BHEL reserves the right to reject the offer at any stage as deemed fit.

18. The purchase preference for central P.S.U.s shall be given as per the prevailing Government policy.
19. In case an offer is not being submitted by the prospective bidders against this tender, they may send their "regret" letter to this office, for information.
20. Details of qualifying work(s) executed by the bidder will be forwarded to the principal employer for verification of the work with respect to completion, commencement & completion date and value of the work executed. Performance feedback of the bidder will also be sought from the principal employer.
21. The bidder representative may be called for discussion with the committee. His originals may be verified by the committee. In addition to above their organisation chart and detail list of manpower, tools & plants and technical capability will be discussed and ascertained by the committee.

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**TO BE FILLED BY TENDERER**

Certified that General Instructions and Information for tenderer have been read/ complied/ agreed to and each page of tender offer has been initialled and stamped.

(Signature of Tenderer)

Name and Designation of Authorised person (s)  
Signing the tender on behalf of the tenderer.

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**Pre-Qualifying Requirements**

| Sl. No. | Criteria     | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---------|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A       | Turn Over    | Bidder should have a minimum average annual turnover of <b>Rs. 1,71,240/-</b> for last three fin. Years (2018-19, 2019-20 & 2020-21 <b>OR</b> 2019-20, 2020-21 & 2021-22) and should submit audited balance sheet and Profit & Loss Account Sheet of these years. In case audited balance sheet is not available due to turnover being less than statutory requirement of audit, bidder should furnish self-certified copies of Balance Sheet, Profit & Loss account along with income tax returns.                           |
| B       | Profit       | Vendor should have earned profit in at least one year during last three financial years as mentioned in A above.                                                                                                                                                                                                                                                                                                                                                                                                              |
| C       | Similar Work | Vendor should have successfully executed <b>similar jobs (Refer note no.01 below)</b> during last seven years ending 31.05.2022 and should be either of the following:<br><br>i. <b>Three similar jobs executed costing (inclusive service tax/GST) not less than Rs. 2,69,418/-each.</b><br>OR<br>ii. <b>Two similar jobs executed costing (inclusive service tax/GST) not less than Rs. 3,36,772/- each.</b><br>OR<br>iii. <b>One similar job executed costing (inclusive service tax/GST) not less than Rs. 5,38,835/-</b> |

**NOTES:**

**“Similar Job”** means successful execution of:

1. The bidder should have successfully executed at least two Facility Management Services contract for a minimum period of one year covering PC maintenance, Server maintenance, Laptop maintenance, Network troubleshooting and other features called for in the tender. The name, address and phone number of contact person from these organizations should be provided, who can be contacted for getting the views on performances. Letter from these customers certifying satisfactory performance should be given for reference.
- Bidder should be in IT maintenance business for at least three years. (In proof of that submit copy of work order)
  - Bidder should render all obligations and duties under this agreement themselves, and not subcontract any part of the services to another vendor/sub vendor (except OEM).
  - Bidder has to submit valid IT return for last 3 years, PAN, GST registration certificate which are applicable for this contract.
  - The bidder shall have a registered office in India. A documentary proof with complete address details and contact person details shall be submitted along with the offer.

2. The word 'executed' means the bidder should have achieved the criteria specified in the PQR even if the total contract has not been completed or closed.
3. In order to technically qualify in this tender, bidder should meet all criteria i.e. A, B & C mentioned above.
4. The job 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.
5. The bidder shall submit the Contract Agreement/ Work Order/LOI, BOQ and performance/ completion/ execution certificate issued by Customer/ Contractor along with technical bid in support of qualification.
6. Consortium/ JV bidding is not allowed. Bidder should render all obligations and duties under this agreement themselves, and not subcontract any part of the services to another vendor/sub vendor (except OEM).
7. BHEL reserves the right to:
  - (a) Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
  - (b) Postpone the above mentioned date, split and distribute the work among more than one bidder without assigning any reason whatsoever.
  - (c) May ask for further qualification during techno commercial scrutiny of bids received.
  - (d) May ask for further proofs including TDS certificates/ Final bill/Form 26AS/ payment detail for the said job for cross- verification.
8. BHEL shall not be liable for any expenses incurred by bidder in preparation of bid irrespective of whether it is accepted or not.
9. Quotations received from bidders who do not fulfil the PQR shall be summarily rejected without any further evaluation and information to bidders.
10. Canvassing i.e. soliciting favour, seeking advantage etc. in any form is strictly prohibited and any bidder found to have engaged in canvassing shall be liable to have his bid rejected summarily.
11. Decision of BHEL shall be final and binding on the bidder.
12. If the bidder deliberately gives any wrong information in his tender to create in circumstances for the acceptance to his bid, BHEL reserves the right to reject such application.
13. All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in web page, [www.bhel.com](http://www.bhel.com) and not in the newspaper. Bidders shall keep themselves updated with all such amendments.



## **Scope of Work**

### **Helpdesk Management Services**

#### **Objective**

Helpdesk will be single point of contact for all user of BHEL-TBG. Helpdesk will be responsible to the ticket till it resolution.

#### **Deliverables**

- Call Receiving and Call Logging process.
- Managing Tickets
- Call Escalation, Tracking and Closure.
- Creating / Updating Asset Database.
- Daily / Weekly / Monthly Reports.
- AMC Vendor will provide replacement for the parts which are not repairable. The replaced parts will be NEW either of same or higher Configuration.
- Warranty Parts will be replaced by the AMC Vendor back to back with the principal. In such case no cost will be borne by BHEL-TBG to the AMC Vendor.
- Scheduling Preventive Maintenance for Network / Desktops / Printers / Servers / Laptop.
- Documenting and Notifying for any upcoming service renewal.

### **Asset Management Services**

#### **Objective**

Asset management service offering in true senses means to manage complete life cycle of the assets covering approval, acquisition, deployment, movement, repair and disposition.

#### **Service Deliverables**

- Creating and updating Asset Database
- Server / LAN configuration Creation and Update
- Desktops, Laptops Configuration Creation and Update
- Installation of updates and patches
- Software License Management
- Physical Verification of Assets monthly / Quarterly.
- Reports on Weekly / Monthly / Quarterly Basis

### **VENDOR MANAGEMENT SERVICES**

#### **Objective:**

It will cover the IT vendors of BHEL-TBG.

#### **Deliverables:**

- Maintain database of the various vendors with details like contact person, telephone numbers, escalation matrix, response time and resolution time commitments etc.
- Call logging and following it with vendors up to call resolution. (including Hardware/software related issues requiring Vendor assistance/intervention).
- Provide MIS to BHEL-TBG Internal IT Team for review with Vendors
- First level identification of the problem in the equipment under warranty and rectification of minor faults possible through non-invasive means
- Machines under lease / warranty will be governed by the terms and conditions of warranty vendor / lessor.

## **WORKPLACE MANAGEMENT**

### **Objective**

The services will cover the Desktops, Laptops, Printers, Switches, Servers & scanners and other equipment as may be covered as a part of the infrastructure support. This service is aimed at addressing problems faced by end-users in their day-to-day use of IT.

### **Deliverables**

- Install/ Support/ Maintain/ Trouble - shoot various system hardware.
- Installation, reconfiguration, reinstallation and upgrade of Windows operating environment as well as standard office productivity suites Microsoft Office™ or equivalent using software provided by BHEL-TBG.
- To provide support for OS and standard client application like MS-office, Outlook, Intranet/Internet browsing and other application software of **BHEL-TBG**.
- To coordinate and provide telephonic support on problems to remote users.
- To configure the printer/scanner and resolving all printing/scanning problems of users.
- Identifying recurring problems, reporting trends to management, and recommending solutions or correction procedures.
- To initiate escalation process if required to resolve the problem.
- To troubleshoot the network related issues of desktop/laptop.
- Diagnosing / Rectifying Virus attacks by using Anti-Virus Software Tools as provided by BHEL-TBG.
- Deployment, Installation and Implementation of software / patches.
- Registering/ Updating / Tracking of Anti-Virus Software Tools.

## **PRINTER SUPPORT SERVICES**

- Configuration and management of printers.
- Management of software and hardware of Printer

## **NETWORK MANAGEMENT SERVICES (LAN/WAN)**

### **Objective**

Network administration and management will provide the services and support required to operate, control, and sustain the Network.

### **Deliverables:**

- Providing support for any network problems and troubleshooting related to Cat 5/6 and Fibre Optics Cable.
- Identifying LAN faults, Resolution/ Escalation / Coordination of such network faults within the time frame defined by the SLAs.
- Managing / Monitoring Connectivity between different locations.
- Managing all Patch Panels/ Switches in the Network
- Cable Routing & Dressing maintaining as per SLA Defined
- Daily/ Weekly/ Monthly report on the various network related calls.
- Troubleshooting of Switches, routers, hubs etc.

## **SERVER MANAGEMENT SERVICES**

### **Objective**

The Objective of Server Management Operation is to ensure high availability of BHEL's production / application servers as required by business. The goal is to provide a standardized, secure, and robust computing environment. Server Management operations includes monitoring, installation of the OS, and tuning of the servers and the related reporting with the help of concerned principal vendor. The Server support shall include OS Support.

## **Deliverables**

- Provide support on Monitoring / Resolving / Configuring / Tuning of all Servers.
- Provide first level diagnosis on Windows 2003/ Windows 2008/ Windows 2012 etc.
- Testing /Installation of updates and Patches / Hot Fixes.
- The onsite Engineer will be checking log files for any hardware error or file system errors on daily basis.
- Servers will also be monitored for Hardware failures at server component level and Operating system failures.
- Backup and Restore Process of Servers Data in case of System format / transfer or any other activity requiring Backup.
- Assigning rights to workgroups, printers and directories for the users.

## **E-MAIL SYSTEM MANAGEMENT**

- Installation and configuration of the e-mail client software Microsoft Outlook / Outlook Express / Netscape Messenger etc.
- Configuration of connectivity between client and POP3 servers.

## **VIRUS MANAGEMENT**

- In case of a virus attack, containment of the virus at file and system level as well as cleaning using anti-virus software.
- Antivirus software will be provided by BHEL-TBG. However, arranging updates and upgrades from Antivirus Vendor and installation on all PCs will be Vendor's responsibility.

## **PROACTIVE SITE MANAGEMENT ACTIVITIES**

- Regularly check the server event log for any error messages generated by the server management software provided by server vendor
- Proactive Disk Space management and utilisation to optimise the server performance.
- Hardware preventive maintenance involving
  - o Scanning of hard disks and de-fragmentation of disks
  - o Scanning of memory chips for RAM errors
- Ensure proper power supply to all IT equipment by coordinating with administration department and analyse loading from time-to-time.

## **COMPREHENSIVE ANNUAL MAINTENANCE SERVICES**

Responsible for end to end support for infrastructure to sustain business operations of **BHEL-TBG**.

Machines under Annexure - I to be maintained comprehensively for hardware and software both.

## **SCOPE OF SERVICES**

- Maintenance support for Desktops, Printers, Laptops, Networking equipment etc.
- Provide Support for Operating System, Operating level (Business applications- Reinstallation, Reconfiguration, trouble shooting) and standard Office Automation Software.
- Defining and resolving problem alerts.
- Tracing, diagnosing and correcting faults.
- Diagnosing / Rectifying Virus attacks by using Anti-Virus Software Tools.
- 

## **MOVEMENT OF SPARES:**

In case of hardware failure under maintenance contract, bidder would position a standby / replacement spare part and the faulty part would be sent for repairs.

### **AMC DELIVERABLES**

- Provide immediate replacement of defective spares for machines covered under AMC.
- Defective spare parts removed from the system will be replaced with spare parts of equivalent performance.
- If in case any equipment under AMC is down, and if it takes more than the stipulated time to repair, bidder will make necessary arrangements to provide a near equivalent model / make temporarily.

### **RESPONSE TIME**

Vendor will strive to ensure that all hardware, software or any other complaint would be attended to within 2 business hours of receiving the request at the central helpdesk. He should guarantee that this service level will be maintained at a level of 99% on a quarterly. Original equipment should be repaired and reconfigured within 15 days. If the equipment is not getting repaired and reconfigured within 15 days, BHEL-TBG reserves the right to get it repaired from an outside party at the risk and cost of bidder.

Vendor should ensure that services will not get hampered to BHEL-TBG, as resident engineers should be present and not allowed leave without prior information to BHEL-TBG authority. If any service engineer will be absent without prior information and permission an amount of Rs 500/- per day per engineer will be deducted.

### **STAND-BY EQUIPMENT**

In case, the equipment failure cannot be rectified through repair/replacement of defective parts, Bidder will provide a stand-by equipment to minimize work disruption on account of hardware failure and to maintain his commitment of resolution within next 24 hours. The original hardware to be repaired and returned to BHEL-TBG within 15 days of providing the standby. BIDDER will ensure that the overall performance of the system is not affected with the standby equipment.

Bidder shall maintain proper standby equipment, so that it will not hamper BHEL-TBG work.

### **RESOURCE BACK-UPS**

BIDDER will ensure that in case of both planned and un-planned absence of any of his assigned staff at our site, alternative arrangements are made to ensure that the work at our site remains un-affected and service levels are maintained.

### **REPORTING & REVIEWS**

Reports should be submitted to us reflecting the bidder's performance.

Periodic reviews based on these reports shall be conducted on mutually agreed schedules between bidder and BHEL-TBG. These would serve to provide us with an opportunity to review the performance.

**Annexure-I (BOQ)**

| <b>Sl. No.</b> | <b>Item Name</b>                  | <b>Make &amp; Model</b>                          | <b>Qty (Nos.)</b> |
|----------------|-----------------------------------|--------------------------------------------------|-------------------|
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| 12             | Service Engineer                  |                                                  | 1                 |

Custom Bid for Services through GeM - Annual Maintenance Contract of IT Items of BHEL-TBG  
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**BHARAT HEAVY ELECTRICALS LIMITED**  
**Transmission Business Group**  
**Subcontract Management**

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**Terms & Conditions**

**1.0 EARNEST MONEY DEPOSIT**

Every tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) mentioned in NIT.

**1.1 Mode of EMD deposit:**

EMD can be submitted in any one of the following modes:

- i) Cash deposit as permissible under the extant Income Tax Act (before tender opening),
- ii) Electronic Fund Transfer credited in BHEL account (before tender opening). Details of BHEL account mentioned in this document.
- iii) Banker’s cheque/Pay order/Demand Draft, in favour of ‘Bharat Heavy Electricals Limited’ and payable at New Delhi (Along with offer)
- iv) No other form of EMD remittance shall be acceptable to BHEL

**1.2 Forfeiture of EMD**

EMD by the bidder will be forfeited as per NIT conditions, if

- i) After opening the tender and within the offer validity period, the bidder revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
  - ii) The vendor fails to deposit the required Security deposit or commence the work within the period as per LOI/contract.
- 1.3** EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provision of extant “Guidelines on Suspension of business dealing with supplier/contractors” and forfeited/ released based on the action as determined under these guidelines.
- 1.4** In the case of unsuccessful bidders, the Earnest Money will be refunded to them within a reasonable time after award of work.
- 1.5** EMD shall not carry any interest.
- 1.6** EMD of successful bidder shall be retained as part of Security Deposit.
- 1.7** **Exemption from submission of EMD is applicable for MSEs bidders. (Details at Clause No.17 mentioned below)**

Custom Bid for Services through GeM - Annual Maintenance Contract of IT Items of BHEL-TBG  
for One year

## **2.0 SECURITY DEPOSIT**

The security Deposit should be furnished **before start of the work** by the contractor.

“Bidders agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of Performance security, enhanced performance security which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the first bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT / Contract, from the bills along with due interest”.

The balance amount to make up the required Security Deposit of 5% of the contract Value may be furnished in any of the following forms:

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of scheduled banks (subject to realization) / Pay Order / Demand Draft / Electronic Fund Transfer, in favour of BHEL.
- iii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats enclosed with general conditions of contract.
- iv) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the vendor, A/C BHEL and duly discharged on the back.
- v) Securities available from Indian Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Vendor furnishing the security and duly endorsed/hypothecated/pledged, as applicable, in favour of BHEL and duly discharged on the back).

**(NOTE:** 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)

### **2.2 Submission of Security Deposit:**

- i) At least 50 % of the required Security Deposit, including the EMD, shall be submitted before start of work. Balance of the Security Deposit can be submitted by way of deduction of 10% of the gross amount progressively from each running bills of the vendor till the total amount of the required Security Deposit is collected.
- ii) If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Vendor or it shall be recovered from payment/s due to the Vendor.
- iii) The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, at the discretion of BHEL.
- iv) The BG shall be submitted only through the Banker. Along with the BG, the Bank shall also furnish a letter of confirmation (in the prescribed formats enclosed with general conditions of contract).

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- v) The validity of the Bank Guarantee furnished towards Security Deposit shall be up to three months more than the period of completion of work as stipulated in the LOI and the same will be kept valid by proper renewal till the completion of the work.
- vi) BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the vendor's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of the contract. BHEL reserves the right to set off the Security Deposit, against any claims of any other contracts with BHEL.

**2.3 Conditions for acceptance of bank guarantees**

Vendors are advised to obtain Bank Guarantee preferably from any of the following BHEL consortium banks

| <b>Sl. No.</b> | <b>Nationalised Bank</b>  |    | <b>Nationalised Bank</b>                              |
|----------------|---------------------------|----|-------------------------------------------------------|
| 1              | Allahabad bank            | 19 | Vijaya Bank                                           |
| 2              | Andhra bank               |    | <b>Public Sector Banks</b>                            |
| 3              | Bank of Baroda            | 20 | IDBI                                                  |
| 4              | Canara Bank               |    | <b>Foreign bank</b>                                   |
| 5              | Corporation bank          | 21 | CITI Bank N.A                                         |
| 6              | Central bank of India     | 22 | Deutsche Bank AG                                      |
| 7              | Indian Bank               | 23 | The Hongkong and Shanghai Banking Corporation Limited |
| 8              | Indian Overseas Bank      | 24 | Standard Chartered Bank                               |
| 9              | Oriental bank of Commerce | 25 | J P Morgan                                            |
| 10             | Punjab National Bank      |    |                                                       |
| 11             | Punjab & Sindh Bank       |    | <b>Private bank</b>                                   |
| 12             | State Bank of India       | 26 | Axis Bank                                             |
| 13             | State Bank of Hyderabad   | 27 | The Federal Bank Limited                              |
| 14             | Syndicate Bank            | 28 | HDFC                                                  |
| 15             | State Bank of Travancore  | 29 | Kotak Mahindra Bank                                   |
| 16             | UCO Bank                  | 30 | ICICI                                                 |
| 17             | Union Bank of India       | 31 | Indusind Bank                                         |
| 18             | United Bank of India      | 32 | Yes Bank                                              |

Bank Guarantees from Banks outside BHEL's consortium shall be as below:

The Bank Guarantees of all Public sector banks can be accepted (in addition to consortium banks)

**The Bank Guarantees of Co-operative banks shall not be accepted.**



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Bank Guarantees of other than consortium bank and public sector bank can be accepted subject to an overall exposure limit (at New Delhi) of Rs. 10 crores for banks with networth of more than Rs. 500 crores as on last balance sheet date and Rs 5 crores for banks with net worth between Rs. 350 to Rs 500 crores (A certificate and copy of latest Balance Sheet to be given by the Bank at the time of submission of Bank Guarantees).

In case of private sector banks a clause to be incorporated in the text of Bank Guarantee that it can be enforceable by being presented at any branch of the bank.

In case of foreign vendors the bank guarantees issued by foreign banks may be confirmed by our consortium bank in India.

**In case of Bank Guarantees given by Non-Consortium banks (Private sector or Public sector), the Bank Guarantees are to be enforceable in New Delhi or the town/ city in which the sector office is located.**

**2.4 RETURN OF SECURITY DEPOSIT:**

If the vendor duly performs and completes the work in all respects to the entire satisfaction of BHEL, security deposit will be released to the vendor after deducting all costs, expenses and other amounts that are to be paid to BHEL under this contract or other contracts entered into with the vendor. It may be noted that in no case the Security Deposit shall be refunded/released prior to passing of final bill.

**2.5 Bank Account Details for submission of EMD/ Security Deposit through electronic fund transfer mode.**

|                               |                                                                                               |
|-------------------------------|-----------------------------------------------------------------------------------------------|
| <b>NAME OF THE COMPANY</b>    | <b>BHARAT HEAVY ELECTRICALS LTD</b>                                                           |
| <b>ADDRESS OF THE COMPANY</b> | <b>TRANSMISSION BUSINESS GROUP, 10<sup>th</sup> Floor, Joy Tower, Sector-62, Noida-201301</b> |
| <b>NAME OF BANK</b>           | <b>STATE BANK OF INDIA</b>                                                                    |
| <b>NAME OF BANK BRANCH</b>    | <b>CAG-II NEW DELHI(17313)</b>                                                                |
| <b>CITY</b>                   | <b>NEW DELHI</b>                                                                              |
| <b>ACCOUNT NUMBER</b>         | <b>00000030206227732</b>                                                                      |
| <b>ACCOUNT TYPE</b>           | <b>CASH CREDIT</b>                                                                            |
| <b>IFSC CODE</b>              | <b>SBIN0017313</b>                                                                            |

**3.0 TERMS OF PAYMENT**

- I. No advance payment will be made to contractor.
- II. Payment shall be released on a quarterly basis at the end of each quarter.
- III. Payment will be released within 45 days from the submission of bills complete in all respects after due verification subject to other terms & conditions as mentioned in clause of Taxes & duties along with following document:
  - a. SLA reports for the quarter (certified by BHEL)

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b. Tax payment proof

- IV. Contractor shall be responsible for all payments including salary and statutory dues to its employees or agents and BHEL shall in no event be responsible for any payments whatsoever to the employees of vendor.
- V. The payment shall be made to the contractor on certification of DTG department of BHEL- TBG.
- VI. All decision of the DTG department of BHEL- TBG with respect to the payments shall be final & binding to the contractor.

**4.0 TAXES & DUTIES:**

- 4.1 All taxes (except GST), duties, charges, royalties, cess and any other levies by Central/ State/local authorities for the execution of the contract shall be borne by the contractor and shall not be payable extra. Any increase of the same at any stage during execution of the contract shall be borne by the contractor. Quoted price of the same shall be inclusive of all such requirements.
- 4.2 Contractors have to make their own arrangement at their cost for completing the formalities, if required with relevant taxation authorities, for bringing their material, plant and machinery at site for the execution of the contract. Road permits / way bill, if required shall be arranged by the contractor.
- 4.3 The Contractor is responsible to furnish documentary evidence towards GST Registration of the State wherein the site is located or any other documents as per GST Act which may be required from time to time. BHEL will not be held to be responsible for any non-compliance of the Contractor in respect of GST laws as framed from time to time.
- 4.4 Goods and Service Tax (GST) will be reimbursed to the Contractor subject to the following conditions: -
  - (i) Submission of valid GST Compliant Tax Invoice as per the GST Invoice Rules.
  - (ii) The Invoice raised by the Contractor should indicate the BHEL GST Registration Number.)
- 4.5 The GST amount shall get reflected within prescribed time limit in the GSTN for BHEL to avail the input credit. If the GST Credit is reversed/ denied/ delayed to BHEL due to non-receipt/delayed receipt of Services and/or tax invoice or due to expiry of timeline prescribed in GST law or due to any other factor for availing such Input Tax Credit (ITC) or for any other reason arising out of the act directly attributable to the Contractor, GST amount shall be recoverable from Contractor from any dues payable to the Contractor along with any interest levied/ leviable on BHEL.
- 4.6 Statutory variation, if any, on account of GST will be payable by BHEL at actuals on submission of documentary evidence.
- 4.7 TDS under Income Tax Act/ GST Act shall be deducted as per applicable rates unless Exemption certificate, if applicable, from the appropriate Authority is furnished to BHEL along with the Invoice.
- 4.8 **New Taxes & duties (Introduced after tender opening date):**

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If any new tax or duty is levied by the Central/State Government/Municipality/Local Authority and becomes directly applicable on items specified in the Bill of Quantities, full reimbursement shall be made subject to submission of documentation as per statute.

### 5.0 **VARIATIONS**

Any change (increase or decrease) in the total inventory during a quarter will be considered only from the next quarter. The increase or decrease will be applicable only if the impact is 10% or more of the prices in Annexure-I (Inventory Cum Price Schedule) Calculation of revised value in case of addition or deletion of inventory will be at actuals

### 6.0 **TIME SCHEDULE:**

The contract shall be valid for 01 (one) year from the date of issue of LOI. However, BHEL may renew the contract with mutual consent. BHEL shall reserve the right and option to effect premature termination of this contract at any point of time, if felt necessary without any financial implication on BHEL. No compensation/ extra payment will be made to tenderer for pre mature termination. The awarded contract may be prematurely closed with a prior notice of one month.

### 7.0 **DEPLOYMENT OF MANPOWER**

Successful tenderer shall be required to deploy/ deemed deploy the service engineer on date of LOI.

### 8.0 **LIQUIDATED DAMAGE:**

Liquidated damage/ penalty of ½ % (half percentage) of contract value of the individual work order **per week** shall be deducted in case:

8.1 The contractor fails to deploy qualified personnel (as per contract) within the initial mobilization period (15 days) fixed in the tender or as indicated in Work Order or at any time repudiates the contract.

8.2 The contractor fails to provide alternate qualified IT personal (as per contract) within a week as per BHEL request, in case of IT personal is found unqualified/ behaving in unethical / unacceptable/ working in non-professional ways.

Total ceiling limit of LD and Penalty under above clause shall be 10% of the contract value with applicable GST (if any). Once the maximum limit of delay is reached (i.e. 20 weeks of delay) BHEL may consider termination of the contract and forfeiture of the Security deposit. Amended/ revised work order value shall be considered for calculating LD/ penalty.

8.3 An amount of Rs.200/- per day shall be recovered/ deducted as penalty in the event of any delay in making the payment of any wages or dues to the service engineer by the tenderer i.e. after 07th of subsequent month.

8.4 If the service engineer deployed by the tenderer fails to carry out the activities mentioned in the contract, on any day during the contract period, a penalty of Rs.200/- per day as penalty will be charged.

8.5 In the event of any dispute regarding imposition of LD between BHEL and the tenderer, the decision of BHEL shall be final and binding.

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**9.0 FINALIZATION OF CONTRACT AND ALLOCATION OF JOB:**

The contract will be awarded for entire quantity to one party on overall L1 basis.

**10.0 VALIDITY OF OFFER**

The offer shall be kept open for acceptance for a minimum period of four months from the date of opening of tenders. In case BHEL calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderer.

**11.0 SECRECY/ CONFIDENTIALITY**

The service/ work executed by the vendor shall be the property of BHEL & shall not be passed on / leaked to any person or agency out-side BHEL, TBG division. This shall be the responsibility of the vendor & his representatives. Non-compliance of this condition shall lead to prosecution under the law of the land.

**12.0 RIGHTS OF BHEL**

BHEL reserves to itself the following rights without entitling the Vendor for any compensation

- 12.1 To get the work done through another agency at the risk and cost of the Vendor, in the event of poor quality of service, persistent disregards of instructions of BHEL, assignment, transfer, subletting of the contracted service without written permission of BHEL, non-fulfilment of any contractual obligations etc. and to claim/recover compensation for such losses from the vendor from Security Deposit/other dues.
- 12.2 To withdraw any portion of service and/or to restrict/alter quantum of service as indicated in the contract during the tenure of the contract and get it done through other agency to suit BHEL/ its customer requirement or due to other emergent reasons/BHEL's obligations to its customer.
- 12.3 To terminate the contract after due notice and forfeit Security Deposit and recover the loss sustained in getting the balance work/service done through other agencies in addition to liquidated damages/penalty in the events of
  - a) Continued poor performance of the vendor/ assigned workforce.
  - b) Withdrawal of workforce from the site without BHEL permission
  - c) Corrupt or illegal or unlawful act of the vendor/ assigned workforce.
  - d) Persistent disregard of the instructions of BHEL.
  - e) Assignment, transfer, subletting of the contract work without BHEL's written permission.
  - f) Fails to provide workforce as per BHEL requirement.
  - g) Non-payment to workforce for three consecutive months.
  - h) Non-fulfilment of any statutory compliance/ contractual obligations.
- 12.4 To recover any moneys due from the Vendor, from any moneys due to the vendor under this or any other contract or from the Security Deposit.

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- 12.5 To recover additional cost incurred in execution of work/service along with BHEL overhead (i.e. @ 5% of executed value of such work/service) in case BHEL has decided to execute the work/service at risk & cost of the vendor. The work/service can be executed either directly by BHEL or through another agencies. This shall be over and above the Liquidated damages/penalties as per relevant clause.
- 12.6 To terminate the Contract or to restrict the quantum of work and pay only for the portion or work done in case BHEL's contract with its customer is terminated/ altered/ deferred/ disputed/ frustrated for any reasons.
- 12.7 To effect recoveries from any amounts due to the vendor under this or any other contract or in any other form the moneys which BHEL is forced to pay to anybody due to vendor's failure to fulfil any of his obligations.

**13.0 CONSEQUENCES OF CANCELLATION:**

Whenever BHEL exercises its authority to terminate the contract/withdraw a portion of work, the work may be got completed by any other means at the vendor's risk and cost provided that in the event of the cost of completion (as certified by the BHEL's Engineer which shall be final and binding on the vendor) being less than the contract value, the advantage shall accrue to BHEL. If the cost of completion exceeds the money due to the Vendor under the Contract, the Vendor shall either pay the excess amount demanded by BHEL or the same shall be recovered from the vendor. This will be in addition to the forfeiture of Security Deposit and recovery of liquidated damages as per relevant clauses.

**14.0 LAW GOVERNING THE CONTRACT AND COURT JURISDICTION:**

The Contract shall be governed by the Law for the time being enforced in the Republic of India. The Civil Court at Delhi having ordinary Original Civil Jurisdiction shall alone have exclusive jurisdiction in regard to all claims in respect of this contract.

**15.0 FORCE MAJEURE:**

- 15.1 The following shall amount to force majeure conditions:
- 15.2 Acts of God, Act of any Government, war, sabotage, riots, civil commotion, Police action, revolution, flood, fire cyclone, earthquake, epidemic and other similar causes over which the vendor has no control.
- 15.3 If the vendor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time in consultation and after agreement of BHEL's clients/owner, provided that on the occurrence of any such contingency, the Vendor immediately reports to BHEL in writing the causes of no or. The Vendor shall not be eligible for any compensation on this account.

**16.0 ARBITRATION:**

Except as provide elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the contract; or, in

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relation to interpretation of any provision of the Contract; or, in any manner touching upon the contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be New Delhi.

The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to the arbitration in terms of clause L above, the court at New Delhi shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this contract with due diligence and expedition in a professional manner except where the contract has been terminated by either Party in terms of this contract.

In the event of dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No.4(1)/2013-DPE9GM)/FTS-1835 dated 22.05.2018.

### **17.0 FACILITIES PROVIDED TO MSEs**

#### **17.1 Following facilities shall be provided to MSEs**

a) Exemption from submission of EMD

- 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 Udyog Aadhar Memorandum or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -1 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 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.

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**SPECIAL CONDITIONS OF CONTRACT**

**1.0 CONTRACTOR OBLIGATIONS**

- 1.1 From Bidder's team, one engineer should be posted at BHEL-TBG, Joy Tower, Noida (expert in PC, peripherals and in Server & Network).

Resident Engineer to be posted at BHEL shall follow BHEL's working hours (09 am to 05.30 pm) & holiday calendar. Resident engineer should be competent enough and should have minimum one years' experience. Name of certified engineer along with their bio-data should be offered. The resident engineer acceptable to BHEL will only be posted. If the performance of any engineer is unsatisfactory he should be replaced within 7 days. Contact details of a senior person should be provided as a single point contact for escalation of complaints. In case RE is on long leave, back-up RE has to be provided by Bidder.

Telephone and Desktop with network connection shall be provided by BHEL.

Expertise should be readily available in the following mentioned areas as and when required by BHEL: Printer maintenance, Server Maintenance, Network troubleshooting, desktop / Laptop Management

- 1.2 Tenderer or his authorized representative will be solely entitled to dictate such service engineer about the manner of carrying out the work as per the prescribed specifications and quality plan.
- 1.3 Tenderer to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience, etc. Police verification of the employee has to be furnished by tenderer. Tenderer shall be fully responsible for theft, burglary, fire or any mischievous deeds by their personnel. Tenderer will engage only such employee who are medically fit and are disciplined and will not employ any person below 18 & beyond 60 years of age. The workforce deployed by the tenderer should not be suffering from any communicable diseases.
- 1.4 Tenderer should issue appropriate appointment letters to his employee.
- 1.5 Tenderer shall provide employment card /Identity cards with photograph duly verified and attested by the Tenderer to his employee. Tenderer to indicate the name of the proprietor/partnership firm/company, place of work, contact number and duration of validity of card.
- 1.6 Tenderer will be responsible for the good conduct of his employee. In case of any misconduct/ misbehavior by any employee, the tenderer will replace such employees(s) immediately. Opinion of BHEL will be final and binding on tenderer with respect to the conduct of his employee.
- 1.7 Tenderer will ensure that the work is executed through his employee on his rolls and under no circumstances the tenderer will deploy any casual employees to carry out the work nor shall sub-contract the work without prior written permission.

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- 1.8 Tenderer will keep watch on his employee and he will be liable for any pilferage / loss to BHEL, due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the tenderer shall lie exclusively with him.
- 1.9 The tenderer shall be responsible for enforcing all safety regulations as applicable.
- 1.10 Tenderer shall be directly responsible for all disputes arising between him and his personnel and keep BHEL indemnified against all losses, damages and claims arising thereof.
- 1.11 The Workforce engaged by the tenderer shall be subject to security check by BHEL security staff (if deployed by BHEL) while entering/leaving the office.
- 1.12 In the event of termination of contract for any reason whatsoever, the tenderer shall withdraw all his employee from the establishment of BHEL. In case tenderer decides to terminate services of his employee, he should settle all terminal dues including retrenchment compensation.
- 1.13 In case, while on duty and during the course of engagement in work premises of the BHEL under this Agreement, if any of the Contractor's workforce meet (s) with any injury / indisposition due to accident or other natural calamities, the tenderer shall ensure that immediate and adequate medical aid viz., first -aid and subsequent treatment facilities are provided to the person(s) concerned free of cost without fail. In addition, the tenderer shall also be liable for meeting with statutory liabilities like ESI, PF etc. in respect to his workers.
- 1.14 In case of a fatal or disabling injury/accident to any person at working station pertaining to this work, the victim and/or his/her dependents shall be compensated by the tenderer as per statutory requirements. However, if considered necessary, BHEL shall have the right to impose appropriate financial penalty on the tenderer & recover the same from payments due to the tenderer for suitably compensating the victim and/or his/her dependents. Before imposing any such penalty, appropriate enquiry shall be held by BHEL giving opportunity to the tenderer to present his case.
- 1.15 In case of any damage to property due to lapse by the tenderer/employer of the tenderer, BHEL shall have the right to recover the cost of such damages from the payments due to the tenderer.

**2.0 STATUTORY LIABILITIES**

- 2.1 All statutory requirements under minimum wages Act, 1948, payment of wages Act, 1936, Workmen compensation Act 1923, EPF & MP Act 1952, Fatal Accidents Act 1855, Payment of Gratuity Act 1972, and ESI Act 1948. The contract Labor Act (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied by the contractor.
- 2.2 In case the tenderer fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposits/ other dues// running bills under the contract can be utilized by BHEL to discharge the liability of the tenderer.



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- 2.3 Tenderer shall indemnify BHEL against claims and losses under various Labor Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- 2.4 The liability for any compensation on account of injury sustained by an employee of the tenderer will be exclusively that of the tenderer.
- 2.5 Tenderer should have independent code numbers/ exemptions under EPF & MP Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes.
- 2.6 Tenderer shall observe Provisions of the local administration and/or for local sites/sector offices in respect of working hours, holidays, rest intervals, leave and overtime to his employees. No overtime or No work shall be done on Sunday or on other declared holidays without permission.
- 2.7 In case a tenderer employs women as employees, he will discharge his obligations under law in respect of such women workers including prohibition of engaging them during night hours, prohibition of employing them for more than 9 hours per day, grant of maternity leave as per rules etc.
- 2.8 Tenderer should have obtained a Labour license from appropriate Government under Contract Labour (Regulation and Abolition) Act 1970, ESI Act and other relevant legislations.
- 2.9 In case of any contradictions under similar clauses of the tender enquiry, the provisions under special conditions of contract shall prevail.
- 2.10 During the currency of the contract if any new act/ rule/ guidelines are issued by Government authorities then same has to be followed.

**3.0 CERTIFICATE OF INDEMNITY**

In case of any dispute, the decision taken by BHEL Management will be final and binding on the successful tenderer. The workforce deployed by the tenderer will have no right or claim for the permanent absorption in BHEL. In this connection, the tenderer have to submit an affidavit duly signed by all the workforce deployed at BHEL on a stamp paper of ₹100/- duly notarized.

**4.0 CHARACTER VERIFICATION AND ANTECEDENCE:**

The tenderer should get the character / antecedence of workmen deployed by them at the job premises, verified by the Police Authorities before engaging and deploying them in our premises. In case the vendor desires to change the manpower deployed by him, due to any reason, the new incumbent should be deployed with the clearance of Work-in-Charge.

**5.0 Confidentiality**

Vendor /Lessor and its representative shall, at all time, undertake to maintain complete confidentiality and integrity of all data, information, software, drawings & documents etc. belonging to the purchaser/lessee and also of the systems, procedures, reports, input

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documents, manuals. Results and any other company documents discussed and/or finalised during the course of execution of the order /contract.

**6.0 Other Conditions: -**

Vendor should provide a 24 X 7 Contact no. (Mobile/ Landline) to BHEL TBG.

Any faults reported by e-mail, telephone shall be attended by the vendor immediately

The support level required for the services mentioned shall be as per BHEL/ TBG working hours.

**7.0 PVC, ORC & other compensations are not applicable to this contract.**

Tender ref. no. TBG/NOIDA/IT-AMC/22-23/TENDER Dated 21.06.2022

Tender for “Annual Maintenance Contract of IT Items of BHEL-TBG, Noida for One year”

## Service Level Agreement (SLA)

### DOWNTIME CALCULATION

Vendor shall be responsible for running the Equipment at the uptime of 98% per month.

Sl. No Item Code Support Level required

1 Server 24x 7

2. All Other items 8 x 6

**The deduction for downtime shall be as follows:**

### Downtime Deduction factor

0 to 2% Zero

2 to 5% 1.00

>5 to 10% 1.25

Above 10% 1.50

### Working calculation for deduction:

Let downtime in a month = A hours

### Downtime percentage

Server=  $A \times 100 / (24 \times 30) = B$

PC's & Peripherals =  $A \times 100 / (8 \times 30) = B$

Deduction factor according to the table = D

Monthly equipment Maintenance charges = Quarterly Maintenance Charges/3 = M Rupees

Amount of deduction =  $M \times B \times D / 100$  Rupees

If the uptime for equipment/system falls below 95% continuously for 3 months, the system/equipment shall have to be replaced by the Vendor within 30 days without any extra

charge. If the faulty equipment is not replaced, then no quarterly payments will be made for the entire range of equipment's at the respective unit/region.

### MAINTENANCE

Maintenance service shall cover services, repairs and replacements necessary to keep the equipment in good working order on reasonable use of the equipment during the contract period.

Preventive maintenance, wherever required, should be carried out to keep the equipment in good

working condition. Maintenance shall include, but not limited to, all plastic and/or rubber parts, adapters and printer heads.

AMC shall not include damages due to rodents and natural disaster or theft.

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of BHEL-TBG for One year

**Tender ref. no. TBG/NOIDA/IT-AMC/22-23/TENDER Dated 21.06.2022**

**Tender for “Annual Maintenance Contract of IT Items of BHEL-TBG, Noida for One year”**

**PAYMENT TERMS:**

- I. No advance payment will be made to contractor.
- II. Payment shall be released on a quarterly basis at the end of each quarter.
- III. Payment will be released within 45 days from the submission of bills complete in all respects after due verification subject to other terms & conditions as mentioned in clause of Taxes & duties along with following document.
  - a. SLA reports for the quarter (certified by BHEL)
  - b. Tax payment proof
- IV. Contractor shall be responsible for all payments including salary and statutory dues to its employees or agents and BHEL shall in no event be responsible for any payments whatsoever to the employees of vendor.
- V. The payment shall be made to the contractor on certification of DTG department of BHEL- TBG.
- VI. All decision of the DTG department of BHEL- TBG with respect to the payments shall be final & binding to the contractor.

**Tender ref. no. TBG/NOIDA/IT-AMC/22-23/TENDER Dated 21.06.2022**

**Tender for “Annual Maintenance Contract of IT Items of BHEL-TBG, Noida for One year”**

**LIQUIDATED DAMAGE/PENALTY:**

- a) **For delay in start of Work:** If the Contract work has not been started within specified time period, penalty shall be levied at 0.5% per week, subject to maximum of 10% of the total work order value. In case the penalty amount to be deducted is more than the first quarter charges, the same will be adjusted from the consecutive quarters.
- b) **For delay in any work related to Scope of tender:** will be as per Downtime clause of this tender.
- c) **Penalty for absence of Resident Engineer:** In case of absence of RE (without substitute), Rs. 500/- shall be deducted per day per RE from the Bills.

**DOWNTIME CALCULATION**

Vendor shall be responsible for running the Equipment at the uptime of 98% per month.

Sl. No Item Code Support Level required

1 Server 24x 7

2. All Other items 8 x 6

**The deduction for downtime shall be as follows:**

**Downtime Deduction factor**

0 to 2% Zero

2 to 5% 1.00

>5 to 10% 1.25

Above 10% 1.50

**Working calculation for deduction:**

Let downtime in a month = A hours

**Downtime percentage**

Server=  $A \times 100 / (24 \times 30) = B$

PC's & Peripherals =  $A \times 100 / (8 \times 30) = B$

Deduction factor according to the table = D

Monthly equipment Maintenance charges = Quarterly Maintenance Charges/3 = M  
Rupees

Amount of deduction =  $M \times B \times D / 100$  Rupees

If the uptime for equipment/system falls below 95% continuously for 3 months, the system/equipment shall have to be replaced by the Vendor within 30 days without any extra charge. If the faulty equipment is not replaced, then no quarterly payments will be made for the entire range of equipment's at the respective unit/region.

**MAINTENANCE**

Maintenance service shall cover services, repairs and replacements necessary to keep the equipment in good working order on reasonable use of the equipment during the contract period. Preventive maintenance, wherever required, should be carried out to keep the equipment in good working condition. Maintenance shall include, but not limited to, all plastic and/or rubber parts, adapters and printer heads.

AMC shall not include damages due to rodents and natural disaster or theft.

**Annexure-I (BOQ)**

| Sl. No. | Item Name                         | Make & Model                                     | Qty (Nos.) |
|---------|-----------------------------------|--------------------------------------------------|------------|
| 1       | PC-General                        | HP PRODESK600 G1SFF - 8GB RAM/500GB HDD          | 121        |
| 2       | Engineering PC                    | HP PRODESKZ 230 SFF- 16GB RAM/500GB HDD          | 29         |
| 3       | LaserJet Printer-A4 Mono Personal | HP LaserJet Pro M202dw                           | 5          |
| 4       | LaserJet Printer-A4 Mono General  | HP LaserJet 400 M401dne                          | 3          |
| 5       | LaserJet Printer-A4 Mono High End | HP LaserJet M605                                 | 6          |
| 6       | LaserJet Printer-A3 Mono High End | HP LaserJet 700 M712                             | 4          |
| 7       | LaserJet Printer-A3 Mono High End | HP LaserJet Enterprise MFP M725                  | 1          |
| 8       | LaserJet Printer-A4 Color Low End | HP LaserJet Pro 400 color Printer M451dn         | 2          |
| 9       | LaserJet Printer-A3 Colour        | HP Color LaserJet M750                           | 2          |
| 10      | Scanner-A4 Color High End         | HP Scanjet Enterprise 7500 Flatbed Scanner       | 3          |
| 11      | Scanner-A3 Color High End         | HP Scanjet Enterprise Flow N9120 Flatbed Scanner | 5          |
| 12      | Service Engineer                  |                                                  | 1          |

Tender ref. no. TBG/NOIDA/IT-AMC/22-23/TENDER Dated 21.06.2022

Tender for “Annual Maintenance Contract of IT Items of BHEL-TBG, Noida for One year”

**Pre-Qualifying Requirements**

| Sl. No. | Criteria     | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---------|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A       | Turn Over    | Bidder should have a minimum average annual turnover of <b>Rs. 1,71,240/-</b> for last three fin. Years (2018-19, 2019-20 & 2020-21 <b>OR</b> 2019-20, 2020-21 & 2021-22) and should submit audited balance sheet and Profit & Loss Account Sheet of these years. In case audited balance sheet is not available due to turnover being less than statutory requirement of audit, bidder should furnish self-certified copies of Balance Sheet, Profit & Loss account along with income tax returns.                           |
| B       | Profit       | Vendor should have earned profit in at least one year during last three financial years as mentioned in A above.                                                                                                                                                                                                                                                                                                                                                                                                              |
| C       | Similar Work | Vendor should have successfully executed <b>similar jobs (Refer note no.01 below)</b> during last seven years ending 31.05.2022 and should be either of the following:<br><br>i. <b>Three similar jobs executed costing (inclusive service tax/GST) not less than Rs. 2,69,418/-each.</b><br>OR<br>ii. <b>Two similar jobs executed costing (inclusive service tax/GST) not less than Rs. 3,36,772/- each.</b><br>OR<br>iii. <b>One similar job executed costing (inclusive service tax/GST) not less than Rs. 5,38,835/-</b> |

**NOTES:**

**“Similar Job”** means successful execution of:

1. The bidder should have successfully executed at least two Facility Management Services contract for a minimum period of one year covering PC maintenance, Server maintenance, Laptop maintenance, Network troubleshooting and other features called for in the tender. The name, address and phone number of contact person from these organizations should be provided, who can be contacted for getting the views on performances. Letter from these customers certifying satisfactory performance should be given for reference.
- Bidder should be in IT maintenance business for at least three years. (In proof of that submit copy of work order)
  - Bidder should render all obligations and duties under this agreement themselves, and not subcontract any part of the services to another vendor/sub vendor (except OEM).
  - Bidder has to submit valid IT return for last 3 years, PAN, GST registration certificate which are applicable for this contract.
  - The bidder shall have a registered office in India. A documentary proof with complete address details and contact person details shall be submitted along with the offer.

2. The word 'executed' means the bidder should have achieved the criteria specified in the PQR even if the total contract has not been completed or closed.
3. In order to technically qualify in this tender, bidder should meet all criteria i.e. A, B & C mentioned above.
4. The job 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.
5. The bidder shall submit the Contract Agreement/ Work Order/LOI, BOQ and performance/ completion/ execution certificate issued by Customer/ Contractor along with technical bid in support of qualification.
6. Consortium/ JV bidding is not allowed. Bidder should render all obligations and duties under this agreement themselves, and not subcontract any part of the services to another vendor/sub vendor (except OEM).
7. BHEL reserves the right to:
  - (a) Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
  - (b) Postpone the above mentioned date, split and distribute the work among more than one bidder without assigning any reason whatsoever.
  - (c) May ask for further qualification during techno commercial scrutiny of bids received.
  - (d) May ask for further proofs including TDS certificates/ Final bill/Form 26AS/ payment detail for the said job for cross- verification.
8. BHEL shall not be liable for any expenses incurred by bidder in preparation of bid irrespective of whether it is accepted or not.
9. Quotations received from bidders who do not fulfil the PQR shall be summarily rejected without any further evaluation and information to bidders.
10. Canvassing i.e. soliciting favour, seeking advantage etc. in any form is strictly prohibited and any bidder found to have engaged in canvassing shall be liable to have his bid rejected summarily.
11. Decision of BHEL shall be final and binding on the bidder.
12. If the bidder deliberately gives any wrong information in his tender to create in circumstances for the acceptance to his bid, BHEL reserves the right to reject such application.
13. All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in web page, [www.bhel.com](http://www.bhel.com) and not in the newspaper. Bidders shall keep themselves updated with all such amendments.



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

REF: .....

Dated.....

**BHARAT HEAVY ELECTRICALS LIMITED,  
TRANSMISSION BUSINESS GROUP,  
10TH FLOOR, JOY TOWER, PLOT NO. C-20, 1/1A,  
C BLOCK, PHASE 2, INDUSTRIAL AREA,  
SECTOR-62, NOIDA – 201301 (U.P.)**

**Tender ref. no. TBG/NOIDA/IT-AMC/22-23/TENDER Dated 21.06.2022**

**Tender for “Annual Maintenance Contract of IT Items of BHEL-TBG, Noida for One year”**

Dear Sir,

With reference to above, this is to confirm that as per tender conditions, we have visited subject site before submission of our offer and noted the job content & site conditions etc.

We also confirm that we have not changed / modified the tender documents as appeared in the website and in case of observance at any stage, it shall be treated as null and void. We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT and we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the tender and NIT. In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted offer strictly in accordance with tender instructions.

Thanking you,

Yours faithfully,

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

## DECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

-----

REF:.....

Date.....

To,

**BHARAT HEAVY ELECTRICALS LIMITED,  
TRANSMISSION BUSINESS GROUP,  
10TH FLOOR, JOY TOWER, PLOT NO. C-20, 1/1A,  
C BLOCK, PHASE 2, INDUSTRIAL AREA,  
SECTOR-62, NOIDA – 201301 (U.P.)**

Dear Sir,

Sub : Declaration for relation in BHEL

Ref : 1) NIT/Tender Specification No..... ,

I/We hereby submit the following information pertaining to relation/relatives of Proprieter/Partner(s)/Director(s) employed in BHEL

**Tick(√) any one as applicable:**

1. The Proprieter, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprieter, Partner(s), or Director(s) of our Company / Firm HAVE relation / relatives employed in BHEL and their particulars are as below:

(i)

(ii)

Signature of the Authorised Signatory

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable action against the Bidder / Contractor.

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**FORMATS FOR EPAYMENTS**

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To,

SR.DGM (Finance)  
Transmission Business Group  
BHEL, TBG Finance, 10<sup>th</sup> Floor,  
Joy Tower, Plot no. C-20, 1/1a,  
C block, phase 2, Industrial Area,  
Sector-62, noida – 201301 (u.p.)

Subject: E-Payments vide RTGS/NEFT

I/We request and authorise you to effect Epayment vide any of the above two modes to my/our bank account as per the details given below:

Vendor Name :

Title/Name of Account in the bank :

Account Type(Saving /current) :

Bank Account Number 

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Name & address of Bank

Bank /Branch contact person's name :

Bank /Branch Tele Numbers with STD code :

Bank Branch MICR code 

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(please enclose a copy of a cheque. This cheque should not be a payable at par cheque)

Bank Branch RTGS IFSC code 

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Bank Branch NEFT IFSC code 

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(you can obtain this from branch where you have your account)

Your Email address : **(not more than 20 character)**

Name of the Authorised Signatory : (Please mention here name of person from your organization signing this letter.)

Contact Person's name : (please mention here the name of a person in your company/organization)

I/We confirm that information provided above is correct & any consequences due to any mistake in above will be borne by us.

Thanking you

For  
(Authorised Signatory)

We confirm that we are enabled for receiving RTGS/NEFT credits and we further confirm that the account number of ( Please mention here name of the account holder), the signature of the authorised signatory and the MICR and IFSC Codes of our branch mentioned above are correct.

Bank's Verification  
(Manager's/Officers signature under  
bank Stamp)

**Note:- Please attach cancelled original Cheque leaf.**