



BHARAT HEAVY ELECTRICALS LIMITED

CSU & FP, JAGDISHPUR

NOTICE INVITING TENDER

REF NO: SU/IT/AMC/2014-01

Date: 28.05.2014

BHEL-Fabrication Plant, Jagdishpur invites sealed bid in two part bid system (Part I: Techno-Commercial Bid; Part II: Price Bid) for following work.

1. Description of work: Annual Maintenance Contract for Local Area Network (LAN) of CSU & FP plant & township.

2. Quantum & Scope of Work:

Comprehensive AMC of LAN Network of BHEL CSU & FP plant & township with scope as below.

- 24 port manageable switches with SFP ports (Foundry FWS-624) : 8 No's
- RACKS (Wall & Floor Mountable)
 - 21 U : 1 NO
 - 15 U : 1 NO
 - 12 U : 3 NO
 - 9 U : 3 NO
- I/O Box for end point connection (RJ45) (Dlink) : 200 NO's
- CAT-6 UTP Cable : 8500 Mtr (Dlink)
CAT-6 STP Cable: 5800 Mtr (Dlink)
Overhead as well as underground in GI pipe and in PVC conduit.
- 6 Core Optical Fiber Cable underground in HDPE/GI pipe (Dlink) : 2000 Mtr
- All other accessories required for the network to be working like Media Converters, LIU, Pigtail/Optical Patch cord, RJ45 Patch cords for end point connectivity (1m/2m/3m) for entire LAN. AMC shall include all Labour/manpower cost and replacement of faulty spares in normal operation.

3. Duration of Contract: Twelve Months from the date of award of work.

4. Cost of tender Document: NIL.

5. EMD Amount: ₹ 10,000/- in form of DD in favour of "BHEL CSU & FP", Payable at SBI, IGFC Jagdishpur I A.

6. Due Date and Time for Submission of Bid: 18.06.2014 (1:30 PM)

7. Due Date and Time for Opening of Techno-Commercial Bid: 18.06.2014 (3:00 PM)

8. BHEL reserve the right to accept or reject any of the bid/all bids or cancel/withdraw the invitation for bid without assigning any reason whatsoever and in such case no bidder/intending bidders shall have any claim arising out of such action by BHEL.

9. BHEL can accept/reject any or all tenders fully or partly, reduce/increase quantum of work without assigning any reasons thereof.

10. Address for submission and opening of Tender:

Tender Box- Administrative Building
Centralised Stamping Unit & Fabrication Plant
Jagdishpur Industrial Area,
Distt. Sultanpur- 227817 (U.P.) INDIA



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Note:

1. The contractors may personally visit the work place to understand the scope of work before submitting their bids.
2. For relevant details please visit our website “www.bhel.com”. All subsequent corrigendum/amendment shall be published only on website and not in press. Hence, bidders are advised to always be in touch with our said website until the tender is finally opened.

QUALIFYING REQUIREMENTS

Sl. No.	Description of Qualifying requirement	Documentary Proof enclosed (Yes/No)
1	Contractor should have PAN / TAN number.	
2	Self Certificate / Declaration that the bidder is not blacklisted / under hold / banned or delisted by any unit / region / office of BHEL on the date of tender.	
3	Self-Declaration that he is not guilty by a Court of Law in India for any offence involving fraud, dishonesty and moral turpitude.	
4	EMD amount as specified in NIT	
5	Contractor should have a service center within 80 Km of radius from BHEL CSU & FP to attend any call on same day.	

In case the Tenderers not fulfilling the above conditions, the offer is liable for rejection. The semi filled, incomplete Tender Documents will be rejected.



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TENDER TERMS AND CONDITIONS

1.0 SECURITIES:

1.1 EARNEST MONEY DEPOSIT:

Offer should be accompanied with Earnest Money as specified in NIT in the form of Demand Draft. DD shall be drawn in favour of "Bharat Heavy Electricals Limited" payable at IA Jagdishpur. The Earnest money deposit shall not carry any interest & shall be returned, after the award of the contract to the successful bidder.

1.2 SECURITY DEPOSIT:

10% of contract value for contract value up to Rs. 10 lakhs or Rs 1 lakh + 7.5% of contract value amount exceeding Rs 10 lakhs. 50% of the SD shall be deposited before start of work and the remaining 50% shall be recovered from the running bills @ 10% per bill as per BHEL norms. EMD of the successful Tenderer shall be converted and adjusted against the security deposit. Security deposit shall not carry any interest. Security deposit shall not be refunded to the contractor except in accordance with the terms of the contract. It will be returned to the contractor, within 30 days, after success full completion of the Contract.

2.0 OFFER SUBMISSION IN RESPONSE TO INVITATION:

The bid is invited in two part viz. Part I: Techno commercial Bid; Part II: Price Bid.

- 2.1 **Part I:** Techno-commercial Bid: Techno commercial bid should contain documents in the same order as listed below:
- I. Duly filled technical bid in the format for submission of technical bid along with all supporting documents asked.
 - II. EMD as specified in NIT.
 - III. Declaration as per annexure-A.
 - IV. Certificate of Declaration Confirming the knowledge of Site Condition as per annexure-B.
 - V. Qualifying requirements given in tender document along with all supporting documents asked.
- 2.2. **Part -II (Price) Bid:** Price bid should contain only Price Offer to be submitted strictly as per enclosed Price Schedule. The Price Bid not submitted as per Price Schedule may not be considered.
- 2.3 If the bidder deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded, forfeit the Earnest Money / Security Deposit / any other moneys due and blacklist the contractor.
- 2.4 Technical bid and price bid should be submitted in separate sealed envelopes. In case the bids are found in one single envelope then the "bids" are liable to be rejected. .

3.0 EVALUATION OF OFFERS

- 3.1 The price bids will be evaluated package wise. Rate for complete scope shall be compared for purpose of arriving at L-1.
- 3.2 BHEL reserve the right to split the work in two or more vendors, as specified in NIT. If not specified, total work in full shall be ordered on a single party i.e. L-1 bidder.



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4.0 CONTRACT AGREEMENT

The Contractor has to make an agreement with BHEL in the format prescribed only on Rs. 100/- Non-Judicial Stamp Paper.

5.0 TERMS OF PAYMENT:

Payment shall be made after submission of clear & legible bills by contractor (in duplicate) **on Monthly basis**, duly verified by concerned engineer. Each bill must be enclosed with downtime certificate duly signed by BHEL representative as per SLA. All payments shall be released through electronic-pay mode only.

6.0 SERVICE LEVEL AGREEMENT (SLA) & PENALTY FOR NON COMPLIANCE :

Vendor shall be responsible for uptime of entire LAN network 99% per month on 24*7 basis. The deduction for downtime shall be calculated for the uptime below 99% for a month. The deduction for downtime shall be as follows.

SN	Downtime	Deduction factor (D)
1	0 to 1 %	Zero
2	1 to 3 %	1.00
3	3 to 5 %	2.00
3	Beyond 5 %	3.00

Note: Total deduction shall be limited to maximum monthly AMC charges of all the items put together as per contract, for that month.

6.1 Working calculation for deduction

Let downtime in a month = A hours
Downtime percentage = $A \times 100 / (24 \times 30) = B$
Deduction factor according to the table above = D
Monthly Maintenance charge = M Rupees
Amount of deduction = $M \times D \times B / 100$ Rupees

If the services of the vendor are not found satisfactory, BHEL reserves the right to terminate the contract and forfeiture of the Bank Guarantee / Security Deposit.

7.0 SAFETY AND OCCUPATIONAL HEALTH:

The contractor has to assume full responsibility of the Safety of the worker deployed. All the safety items to the worker should be arranged by contractor.

8.0 ARBITRATION:

GM-CSU & FP (or any official appointed by him) shall be the sole arbitrating authority for this contract.



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9.0 RIGHTS OF BHEL :

BHEL reserves to itself, the following rights without entitling the Contractor to any compensation. Resorting to any, some, all of the actions like Contract termination, recovering the dues/ losses from the Security Deposit and the contract amount, forfeiting the Security Deposit, getting the work done through other agencies at the cost of the contractor, cancellation of registration, banning the business with BHEL etc., in any event of the followings:

- a) Contractor's repeated poor performance, withdrawal from or abandonment of the work, except in force majeure conditions.
- b) Serious lapse in performance, Persistence disregard of the BHEL instructions.
- c) Insolvency of the contractor.
- d) Assignment, transfer, subletting of the contract work without BHEL's written permission.
- e) Non-fulfilment of any contractual obligations or obligations under the law.

10.0 ABANDONING OF WORK:

In the event of contractor abandoning the work or delay in execution of work or denial to do the work, BHEL reserves the right, to get the unfinished work completed at contractor's risk and cost.

11.0 CONTRACT LAW AND JURISDICTION:

This Contract shall be governed by the laws of India. No court shall entertain or try any suit or legal proceedings to enforce any claim arising out of the Contract except in a court of law having jurisdiction at **Sultanpur**.



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PROFORMA FOR SUBMITTING TECHNICAL BID

1. Name of the firm : _____
2. Address and Contact Numbers : _____
3. PAN/TAN Number : _____
4. Earnest Money Deposit : Rs. -----
D.D. Number & Date : -----Date-----
5. Validity of offer : 90 days from the date of
tender Opening.
6. Documents against Qualifying Requirements: Enclosed / Not Enclosed

I / We will fulfill all the obligations of the contractor and abide by the Terms & Conditions mentioned in the enquiry.

Date:

Signature with Name
& Office Seal



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PRICE BID FORMAT

- a. **Name of the firm** :
- b. **Address and contact no's** :
- c. **Price offer** :

SN	Work Description	Rate (Per Month)	Taxes (As Applicable)	Total Monthly Value (Including Taxes)
1	Comprehensive AMC of LAN Network of BHEL CSU & FP Plant & Township			

Note:

1. Rates to be quoted in figures and words by the Contractor. There should not be any corrections in price bid contradictory to the above the offer will be liable for rejection.
2. The rate quoted should be kept firm during the execution of contract. No increase in rate shall be reimbursed to the Contractor. Contract shall anticipate such hike and quote in the tender.
3. Service tax, if applicable shall be paid extra at actual.

Date:

Signature with Name
& Office Seal



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ANNEXURE A

DECLARATION SHEET

I / We hereby certify that, all the information and data furnished by me / us with regard to this Tender are true and complete to the best of my / our knowledge. I / We have gone through the specification, conditions and stipulations in detail and understand fully the scope of work and agree to comply with the requirement and intent of specification.

I/We, further certify that I/We am/are the duly authorized representative(s) of the under mentioned bidder and a valid power of attorney to this effect is also enclosed.

I/We, hereby declare that I/We shall treat the tender documents, drawings, specifications and other records connected with the work as secret / confidential and shall not communicate information / derived there from to any persons other than a person I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the same.

Bidder's Name & Address:

Name & Signature of the bidder
(Seal)



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ANNEXURE B

CERTIFICATE OF DECLARATION CONFIRMING THE KNOWLEDGE OF SITE CONDITION

We.....
hereby declare and confirm that we have visited the project site under the subject
namely,.....and acquired full
knowledge and information about the site conditions, industrial climate and total work involved . We
further confirm that the above information is true and correct and we will not raise any claim of any
nature due to lack of knowledge of site condition.

Bidder's Name & Address:

Name & Signature of the bidder
(Seal)