


Tender for Facility Management of Systems setup in ROD, Mumbai.

TENDER NO: RE/MUM/SYS/FM22-23/SYS-1945

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|  The logo of Bharat Heavy Electricals Limited (BHEL) is displayed. It features the Hindi text 'बी एच ई एल' (BHEL) in a stylized font at the top, with a lightning bolt symbol in the center, and the letters 'BHEL' in a bold, italicized font at the bottom. | <p>Bharat Heavy Electrical Limited (A Govt. of India Undertaking) Regional Operation Division 14/15th Floor, World Trade Centre-1 Cuffe Parade, Mumbai – 400 005</p> |
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LAST DATE OF SUBMISSION : 28.03.2022
: 15:00Hrs



REF: RE/MUM/SYS/FM22-23/SYS-1945

Dt. 17.03.2022

To,

Sub: Enquiry for Facility Management of Systems setup in ROD, Mumbai.

BHEL, a Govt. of India Undertaking having its Regional Operation Division Mumbai office at 14th / 15th Floor, World Trade Centre –I, Cuffe Parade, Mumbai invites offer from interested bidders located in Mumbai for Facility Management of its IT Facilities - software and hardware for a period of one year from the date of award of contract and extendable further by a period of one year at the same rates, terms and conditions depending upon satisfactory rendering of service. The contract will commence with effect from 1st April, 2020.

Scope:

The contractor will be required to:

1. Depute a suitable technical person having necessary skills to close all the hardware (PC level, Networking of PCs with Servers, Printers etc.) problems arising day to day for the equipment not covered under lease. The person should have sufficient knowledge to resolve all the problem arising in MS Office, MS Windows, Outlook etc. The person should be available in the office premises during our working hours i.e. 0900 Hrs to 1730 Hrs on all working days.
2. Coordinate with the suppliers for logging complaints, follow up for rectification of issues and maintaining the records of downtimes encountered every month.

Scope of work is defined in Schedule I & II. Schedule I consists of list of services to be provided and Schedule II consists of hardware inventory list. The list of equipment's and software is enclosed with the tender.

Vendor's on-site team, consisting at least one resident engineer at the Help Desk posted at BHEL, shall follow our organization's holiday calendar. Resident engineers should be competent enough and should have minimum three years of experience in this field. **Only resident engineers whose services are found satisfactory will have posting at our office.** The resident engineer has to follow the office timings (9 AM to 5:30 PM) and office calendar of BHEL ROD Mumbai. If the performance of any engineer is not found satisfactory he should be replaced within 3 days. Actual no. of engineers required will depend upon the FM scope requirement and to the satisfaction of BHEL Administrator.

The scope will include entire systems / facility management i.e.

- To help / assist users in their daily routine activities/problems related to OS, Microsoft Office, Client e-Mail. The Engineer should have requisite knowledge of these utilities.
- Our equipment is under warranty/ AMC with external agencies. The Engineer to ensure the required uptime of these equipment which include logging calls with vendors and keeping track of the same, maintaining downtime records for each call/complaint, coordinating with vendors to ensure fast closure of issues.
- Coordination with the software implementing agencies of all software's deployed in the Servers & PCs including loading and updating of the Antivirus software's.
- Backup of data on file servers on daily basis and checking the success/failure of backup next morning, dumping the backed data on our local Disaster Recovery Site at Sahar Airport office of BHEL on monthly basis
- Co-ordination with various agencies as per requirement for call logging/ follow up till rectification of the problem.
- Shifting of PCs and other equipment's as per the requirement.
- To keep necessary records for the delays caused by the supplier with which equipment is in AMC
- Submission of records for the call log and works attended whenever required.
- BHEL has an office at Air Cargo Complex, Sahar with three Standalone Computers, one HP LaserJet Printer, one Cannon printer and one HP scanner. Resident Engineer would be required to visit the office, as and when required, to ensure proper preventive maintenance of all the hardware & software components to keep them in proper working condition. Besides, in case of any emergency breakdown, the contractor has to rush his personnel to that office on immediate basis.

Offer submission:

The tender will be conducted and evaluated online through e-Procurement System. The bidder shall submit their response through bid submission to the tender on e-Procurement platform at <https://eprocurebhel.co.in>.

Successful bidder shall be responsible for completion of the contract in all respects. Techno commercial offers shall be opened through the E-Procurement portal. However, this tender may be finalized through online Reverse Auction. Bidders are requested to quote their most competitive prices through the online e-procurement portal / system.

In case of any difficulty in operating the E-Tendering System, please call up our developer's Help Desk of eprocurebhel (Ms. R Inchara; Mob: 8553226267, email: inchinchu@gmail.com) or BHEL representative, Sh Pavan Katakdhound at 022-22171231. Please ensure the submission of your most competitive offer before the due date in the E-Tendering Portal to avoid last minute hustle.

The offers shall Include

1) Earnest Money Deposit (EMD): -

The EMD of Rs. 3696/- to be submitted through NEFT/ RTGS only. The fund may be transferred to the following account.

BHEL Bank Account details:

BHEL Bank Account details:

NAME: Bharat Heavy Electricals Limited

Bank & Branch: State Bank of India, Cuffe Parade Branch

Account No: 10783155482

IFSC Code: SBIN0005345

EMD must be deposited latest by **15:00 Hrs.** on the day of Tender Submission Date. The offers without EMD will not be considered for evaluation in the E-Tendering system.

EMD of successful bidder will be retained as part of security deposit. The EMD of all successful bidders will be returned within 15 days from finalizing the tender.

2) Techno-Commercial Bid: -

The techno-commercial offer shall contain the following

- 1) Annexure-A1 & A2 duly signed and stamped respectively for acceptance along with all data / documents sought for in the specification.
- 2) Letter of Compliance duly signed and stamped on company's letter head.
- 3) Blank signed copy of the Price Bid "B" to enable us know that you have quoted for all the items in the financial offer.
- 4) All tender documents duly signed and stamped to enable us know that you have read all the tender documents, terms, conditions and scope of work and accept the same unconditionally.
- 5) Signed and stamped copy of Amendments issued, if any.

The techno commercial bid is to be filled and required documents uploaded online on E-Tendering Portal of BHEL at web address <https://eprocurebhel.co.in> latest by **15:00 Hrs on the day of Tender submission date.** Please ensure to upload the clear scanned documents wherever asked for in the tender and is required as part of technical bid on the portal. Hard copies of commercial offers shall not be accepted for evaluation.

3) Price Bid /Reverse Auction: -

The Price Bid is to be filled up through E-Tendering system only. Reverse Auction will be conducted for technically qualified parties by separate service provider. BHEL reserves the right to decide for going into Reverse auction.

4) Instruction for Participation in the Tender through eProcurement

The process of utilizing e-procurement necessitates usage of DSC (Digital Signature Certificate) (Class – III, SHA 2, 2048 BIT – Signing and Encryption) and vendors are requested to procure the same immediately if not available with them. Please note that only with DSC of above mentioned specification, the interested bidder will be able to login the e-procurement secured site and take part in the tendering process.

5) Evaluation Criteria:

The bidders who will provide all the relevant and necessary documents required as per Annexure- A1 & A2 will be considered technically qualified. Only the price bids of technically qualified bidders will be opened.

6) Timings:

The contractor has to post resident engineer(s) at BHEL premises as per the office timings i.e 0900 Hrs to 1730 Hrs on all working days of the company. In case of major work / breakdown / shutdown maintenance, the work may be carried out beyond office hours / holidays, except the national holidays.

Suitable number of Engineers / technicians as deemed necessary for all the activities will be posted at our office and carry out the work as per the details in the annexure enclosed for maximum uptime as indicated in next Paragraph.

7) Systems uptime:

The uptime requirements as per the Information Security Management System Policy of BHEL ROD Mumbai are as follows:

Server availability should be $\geq 98\%$, network (LAN/WAN) availability should be $\geq 98\%$, desktop/laptop availability should be $\geq 96\%$, printer/scanner availability should be $\geq 95\%$, availability for UPS of servers should be $\geq 95\%$

The above uptime requirements can be achieved with dedicated follow ups and timely rectification of issues with AMC service providers. The resident Engineer has to ensure the same.

8) Payment terms:

The facility management charges will be paid on quarterly basis on certification by our Engineer at the end of successful completion of each quarter against your invoice. The invoice should clearly mention BHEL GSTIN No. **27AAACB4146P1ZF** along with your GSTIN No.

In case there is any downtime beyond that what is permitted, then an amount of Rs. 1000/- per percentage deviation from threshold defined in **System Uptime** Clause will be penalized on yearly basis. The downtime will not be chargeable to the contractor incase sufficient records are produced for delays in action by the equipment supplier with which equipment is in AMC. The deduction, if any, will be done from the last invoice of the financial year of the contractor.

Moreover, preventive maintenance of all hardware equipment's will be sole responsibility of the successful bidder and it shall be ensured by them that all the equipment's like PCs, Printers, Scanners, monitors, keyboards, etc. are cleaned up once in every six months to prevent any dust accumulation inside and outside the PCs and its peripherals. Further the contractor has to ensure that there is no misplacement of any hardware / software related equipment of BHEL.

Agreement can also be terminated if so mutually agreed between the parties. In case of termination Vendor will not be entitled to any payment for the period after the date of termination. Vendor will be entitled to only the proportionate amount of annual charges for the period before termination.

GST shall be paid only on reflection in GSTR 2A of BHEL GSTIN: 27AAACB4146P1ZF. Contractor to comply with GST law and its requirement. If any penalty or interest is incurred by BHEL due to non-compliance by contractor, the penalty/interest incurred would be recovered from the contractor.

9) Tender Evaluation:

Evaluation of offer will be done on lowest financial bid basis for technically qualified bidders.

10) Contract Period:

The contract will be for one year initially. BHEL reserves the right to extend the contract for a further period of one year on the same rates, terms and conditions to the successful bidder. However, if the services are found to be unsatisfactory, BHEL reserves the right to short close the contract.

11) Contract Value:

The contract value shall be exclusive of:

- a) GST.
- b) Prices shall be firm during entire contract period.
- c) No additional charges will be payable.
- d) Any taxes or duties levied by Govt. of India after the issue of contract will be borne by BHEL

12) Validity of Tender

The quotation submitted by the vendor will be valid for a period of 60 days from the date of opening of the tender.

Vendors may visit the premises before submission of the offers.

You may submit your most competitive offer by due date. In case, you are not able to submit your offer, please send us regret letter.

GENERAL TERMS AND CONDITIONS

The following terms shall have the meaning hereby assigned to them except where the context requires otherwise: -

- A. BHEL (or B.H.E. Ltd.) shall mean Bharat Heavy Electricals Limited, a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi-110 049, India or its Authorized Officers or its Engineer or other Employees authorized to deal with this contract.
- B. "CONTRACTOR" shall mean the individual, or Company who enters into this Contract with BHEL and shall include their executors, administrators, successors and assigns. "CONTRACTOR" shall also mean "AGENT" or "CARRIER" or "TRANSPORTER", "MTO" or "CFS" where the context so requires.
- C. "SITE" shall mean the place or places, including Project store at which the Cargo/ service / equipment are to be delivered and services are to be performed as per the specification of this tender.
- D. "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the agreement, the work order, LOI, the accepted appendices of rates, Schedules of Quantities (if any), General Terms and Conditions of Contract, Special Conditions

of Contract, Instructions to Bidder, the drawings, the Technical Specifications, the Special Specifications and LOI (if any).

- E. "POWER CERTIFICATE" shall mean Essentiality certificate/ recommendation letter taken from appropriate authority for importing goods as per condition 54 of Customs notification as 50/2017 SI no 414 and its amendment time to time, if any.
- F. "DUTY DIFFERENCE BOND" is legal undertaking furnished to customs as per para no (iii) condition 54 of Customs notification as 50/2017 SI no 414 and its amendment time to time, if any
- G. Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by BHEL and incorporated in the Work Order.
- H. "TENDER SPECIFICATIONS" shall mean the Scope of Work, Special Instructions / Conditions, Technical specifications/requirement, Appendices, Site Information and drawings pertaining to the work and any other relevant reference in the Tender Document for which the Bidder are required to submit their offer.
- I. "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.
- J. "SINGULAR AND PLURAL" etc. words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting masculine gender shall be taken to include the feminine gender and words imparting persons shall include any Company or Association or Body or Individuals, whether incorporated or not.
- K. "VALIDITY OF THE CONTRACT" The period of LUT Bond Cancellation Contract will be for ONE year with the provision of further extension up to one year by mutual agreement between BHEL and the contractor. In the event of Contractor not agreeing for extension, then the contractor will continue to work with the existing terms, rates and conditions for three more months till all the activities specified therein are completed in all respects to the satisfaction of BHEL.
- L. "COMPLETION OF THE CONTRACT" The contract will be treated as complete on full and final settlement of all Bills / invoices raised under the contract with no claim on either side.

2.0 COMMENCEMENT OF WORK:

- 2.1 The Contractor shall commence the work on specific intimation from BHEL in writing or the time indicated in the LOI and shall proceed with the same with due expedition without delay. If the contractor fails to commence the work as per the terms of Order/Contract, BHEL, at its sole discretion will have the right to cancel the Order/Contract. His Earnest Money and/or Security Deposit will stand forfeited without prejudice to any and all of BHEL's other rights and remedies in this regard.

3.0 INVOICES AND PAYMENTS

- 3.1 The Contractor will be required to raise the Invoice for the services rendered. The Invoices will have to be raised according to the explicitly agreed rates and payment terms of the contract.
- 3.2 The contractor will have to generate the invoice for the services after submitting all documents to BHEL.
- 3.3 The payment will be made within 30 days of submission of commercially clear invoice after adjusting penalty if any.

- 3.4 The GST will be paid separately if applicable. GST elements shall be shown separately in the invoice.
- 3.5 The charges for service rendered shall be paid in Indian Rupees.
- 3.6 Payment of the charges will be made by BHEL by NEFT against the bill submitted with all documents.

4.0 Time Limit for Submission of Bills

- 4.1 The contractor shall make a claim for the services rendered under this contract to BHEL within (4) four months of such service. If he does not prefer claim within the said period, he shall be deemed to have waived his right in the respect thereof and shall not be entitled to any payment on account thereof. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.
- 4.2 No claim in respect of under payment to the contractor shall be considered valid or entertained unless a claim in writing is made thereof within (4) four months from the date on which payment of the original claim thereto was made. Any claim for such under payment, not received within the stipulated four months' period, shall be liable to be summarily rejected by BHEL. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.
- 4.3 However, in case of any specific issue over which the contractor had not billed for any particular activity the same can be allowed for payment, subject to with the prior approval BHEL.

5.0 RISK PURCHASE:

BHEL reserves to itself the following rights in respect of this Contract without entitling the Contractor for any compensation.

- 5.1 If at any time during the currency of the contract, the contractor fails to render all or any of the services required under the scope of work of the contract satisfactorily in the opinion of BHEL, whose decision shall be final and binding on the contractor, BHEL reserves the right to get the work done by other parties or departmentally at the cost and risk of the contractor and also forfeit the security deposit.
- 5.2 To recover any moneys due from the Contractor, from any moneys due to the Contractor under this or any other contract or from the Security Deposit.
- 5.3 To claim compensation for losses sustained including BHEL's supervision charges & overheads in case of termination of Contract.

6.0 OBSERVANCE OF LOCAL LAWS:

- 6.1 The Contractor shall comply with all Laws, Statutory Rules, Regulations etc. The Contractor shall obtain all necessary permits/approval from the local Governing Body, Police and other concerned Authorities as may be required under law.
- 6.2 The Contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges that may be leviable/levied on account of any of the operations connected with the execution of this contract.
- 6.3 The Contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed.

7.0 FORCE MAJEURE:

The following shall amount to force majeure conditions: -

- 7.1 Acts of God, Act of any Government, war, blockades, Sabotage, riots, civil Commotion, insurrection, terrorist acts, acts of Public enemy, Flood, Storms, Washouts, Fire, Explosion, landslides, lightning, Cyclone, Earthquake, epidemics, quarantine restrictions, arrest and restraints of the government, necessity for compliance with any court order, law ordinance or regulations promulgated by any governmental authority having jurisdiction, either federal /state /civil or military, strikes or other industrial disturbances, lockouts and other similar causes / events over which the Bidder has no control.(Covid).
- 7.2 If the Bidder 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 provided notice of the happening of any such cause / event is given by the Bidder to BHEL within 14 days from the date of occurrence thereof.
- 7.3 The Bidder by the reason of such events shall neither be entitled to terminate this contract nor shall have any claim for damages against BHEL in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of BHEL as to whether the deliveries have been so resumed or not shall be final and conclusive.
- 7.4 Force Majeure conditions will apply on both sides.

7.5 Contract has to be executed in the prevailing situation of COVID 19. No condonation of delay/ transit penalty on grounds of COVID 19 will be entertained. Execution has to be done in its stipulated time frame in the existing conditions only.

8.0 PREVENTION OF CORRUPTION:

8.1 Canvassing in any form or any attempt to influence directly or indirectly any official of BHEL will lead to rejection of the bid and forfeiture of the Earnest Money Deposit.

8.2 BHEL shall be entitled to cancel the contract and to recover from the Contractor the amount of any loss resulting from such cancellation, if the contractor has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the contract or any other contract with BHEL or for showing or intending to show favor or disfavor to any person in relation to the contract with BHEL, if the like acts shall have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the Contractor in relation to this or any other contract with BHEL.

9.0 SETTLEMENT OF DISPUTE

9.1 Except as otherwise specially provided in the Contract, all disputes concerning questions of fact arising under the Contract shall be decided by the GM ROD of BHEL subject to a written appeal by the Bidder to the GM ROD whose decision shall be final to the parties hereto.

9.2 Any dispute or difference including those considered as such by only one of the parties arising out of or in connection with the Contract shall be to the extent possible settled amicably between the parties.

9.3 If amicable settlement cannot be reached, then all disputed issues shall be settled by arbitration as provided in clause below.

10.0 ARBITRATION & CONCILIATION:

10.1 Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Conciliation Clause herein below or otherwise) 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 any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall be addressed to the Head of the ROD issuing the Contract and shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim.

Within 60 days of receipt of the complete Notice, the Head of the BHEL ROD issuing the Contract shall offer names of three proposed Arbitrators to the invoking Party advising to choose any one of the three names to be appointed as Sole Arbitrator. On getting confirmation from the invoking Party regarding the Arbitrator chosen from among the names so offered, the Head of the BHEL ROD issuing the Contract, shall appoint such chosen person as the Sole Arbitrator for conducting the arbitration. The language of arbitration shall be English.

10.2 The Arbitrator shall pass a reasoned award.

10.3 Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be New Delhi/Mumbai. The Contract shall be governed by and be construed as per provisions of the laws of India. Subject to this provision 13.1.1 regarding ARBITRATION, the principal civil court exercising ordinary civil jurisdiction over the area where the seat of arbitration is located shall have exclusive jurisdiction over any DISPUTE to the exclusion of any other court.

10.4 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

10.5 In the event of any 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 (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time.

10.6 The cost of arbitration shall initially be borne equally by the Parties subject to the final allocation thereof as per the award/order passed by the Arbitrator.

10.7 Notwithstanding the existence of 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 unless the dispute inter-alia relates to cancellation, termination or short-closure of the Contract by BHEL.

11.0 CONCILIATION:

11.1 If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
 2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.
- 11.2 The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure-C. The Annexure-C together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein.
- 11.3 The Contractor hereby agrees that BHEL may make any amendments or modifications to the provisions stipulated in the Annexure-C from time to time and confirms that it shall be bound by such amended or modified provisions of the Annexure-C with effect from the date as intimated by BHEL to it.

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

12.0 LAWS GOVERNING THE CONTRACT:

- 12.1 The contract shall be governed by the Indian Laws for the time being in force and only courts in Mumbai, India shall have jurisdiction over this contract.

13.0 INDEMNITY:

- 13.1 The Contractor shall indemnify and keep indemnified BHEL all losses, claims, demurrage, detention etc. arising out of any of his acts or out of the acts of his agents or associates or servants during the currency of the contract.

14.0 SECURITY DEPOSIT:

- 14.1 Successful bidder shall submit 5% of the total contract value as security deposit. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit
- 14.2 Security deposit may be made in any of the following ways:
- i) Only Electronic Fund Transfer in favor of BHEL
 - ii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL

iii) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)

iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

(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)

14.3 13.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 Contractor or recovered from payment/s due to the Contractor.

14.4 The security deposit shall not carry any interest.

(Note: Acceptance of Security Deposit against above will be subject to hypothecation or endorsement on the documents in favor of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

Securities / BG's shall be released after **three (3) months** of successful execution, completion of the contract and upon fulfillment of contractual obligations as per terms of the contract.

Bidder to submit performance security required for execution of the contract within the 05 working days (excluding bank holidays) of the LOA. 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.

15.0 EARNEST MONEY DEPOSIT:

15.1 The offers from the bidders shall enclose a EMD as per Techno Commercial Bid in any one of the following forms:

15.1.1 Electronic Fund Transfer credited in BHEL account (before tender opening)

- 15.2 EMD of the Bidder will be forfeited 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 Bidder fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract
 - (iii) If the bidder declines to accept the LOI or is unable to accept the work which has been awarded on the basis of the offer received from the bidder or revokes the offer within the validity period of the offer, the earnest money shall stand forfeited
- 15.3 EMD by the Bidder shall be withheld in case any action on the Bidder is envisaged under the provisions of extant “Guidelines on Suspension of business dealings with suppliers/ Bidders” and forfeited/ released based on the action as determined under these guidelines.
- 15.4 EMD of successful bidder will be adjusted towards part of the security deposit.
- 15.5 EMD of all unsuccessful bidders shall be returned normally within fifteen days of placement of LOI/Work Order on successful bidder.
- 15.6 EMD shall not carry any interest.
- 15.7 In case total EMD amount is more than Rs.20 Lakh, the amount in excess of Rs.20 lakhs maybe accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.

16.0 DISCREPANCY IN LANGUAGE, WORDS & FIGURES: QUOTED IN OFFER

- 16.1 If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- 16.2 If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- 16.3 If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of 13.1 and 13.2 above.
- 16.4 If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- 16.5 If there is no provision in the tender for quoting in words, then only figures should be mentioned.
- 16.6 In case of discrepancy in understanding the text in NIT, English text will be considered as final and correct.

17.0 REQUIREMENTS OF PERFORMANCE.

- 17.1 All the permissions and Clearances or any other relevant authorization from competent authority shall be obtained by the Contractor at his own cost. Any contingency arising in this respect shall be the responsibility of the Contractor. Also the Contractor shall be responsible for any mishap, accident en-route and consequences therefore including legal complications, if any.
- 17.2 The contract as entered into between BHEL and the contractor shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the acts or laws governing such activity.

18.0 SERVICE DURING POST CONTRACT PERIOD:

- 18.1 It will be obligatory on the part of contractor to continue to work on the same rates, terms and conditions prevailing on the last date of the contract even beyond contract period (inclusive of extended period, if any) for (3) three months or till alternate arrangements are made, whichever is earlier.

19.0 CONSTITUTION OF THE FIRM

- 19.1 The bidders, who are the constituents of a Firm, Company, Association/or cooperative Society, must enclose notarized/ attested copies of the constitution of their Firm/Company/Association or Society, power of attorney and/or partnership-deed. Co-operative societies must submit an attested copy of the certificate of registration along with the documents mentioned earlier.
- 19.2 The cancellation/modification of any documents such as Power of Attorney, Partnership-deed etc. shall forthwith be communicated to BHEL in writing, failing which BHEL shall have no responsibility or liability for any action taken on the strength of the said documents submitted earlier or on the basis of the amended documents.
- 19.3 BHEL may recognize changes in Power of Attorney and related documents after obtaining proper legal advice.
- 19.4 If the tender is submitted by a proprietary firm, it shall be signed by the proprietor above his full name and the name of his firm with its current address. If the tender application is submitted by a firm of partnership, it shall be signed by all partners of the firm, above their full names and current addresses or by a partner holding the Power of Attorney for the firm for signing the application, in which case a certified copy of the Power of Attorney shall accompany the tender. A certified copy of the partnership deed, current address of the firm and the full names and addresses of all partners of the firm shall also accompany the tender.
- 19.5 If the tender application is submitted by a Limited Company, it shall be signed by its Managing Director or by a duly authorized person holding the Power of Attorney for signing the tender document, in which case a certified copy of the Power of Attorney shall accompany the tender document. Such Limited Company or Corporation will be required to furnish satisfactory evidence such as Memorandum and Articles of Association of its existence with the tender document.

20.0 CHANGE IN BUSINESS/LOAD PATTERN:

In case of drop in volumes or insufficient work contractor will not be entitled for any compensation from BHEL on this account.

21.0 SUBLETTING NOT ALLOWED

The contractor shall not sublet, transfer, or assign the contract or any part thereof. In case the contractor contravenes this condition, BHEL shall be entitled to place the contract elsewhere at the risk and cost of the contractor and all expenses borne on this account shall be recovered from him.

22.0 GUIDELINES FOR SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/ CONTRACTORS'

22.1 The contractor will be binding to the "Guidelines for suspension of business dealings with suppliers/ Contractors" which is available at BHEL website www.bhel.com. The link for the same is available at http://www.bhel.com/vender_registration/pdf/Suspension-of-Business-Dealingswith-Supplier-issued-Sept13_abridged.pdf

23.0 BHEL FRAUD PREVENTION POLICY

"The bidder along with its associate/ collaborators/ sub-contractor's/ sub vendors/ consultant's/service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL web site <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. "

24.0 OFFER VALIDITY

Offer submitted will be valid for 60 days from the date of opening of Bids.

25.0 MSE suppliers:

The bidder may also be a Micro and Small Enterprises (MSE) vendor registered as per MSE act. As per the public procurement policy notified by the Central government.

"MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM, II) or valid NSIC certificate or EM II certificate with due validity, along with attested copy of a CA certificate

(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 deficiencies in the above required documents are not submitted before price bid opening.** If the tender is to be submitted through E-procurement, then the documents above required Documents should be notarized or attested by a Gazetted officer for consideration of MSE certificate. "

Copy of valid Udyam registration or Udyog Adhaar Memorandum will also be considered for MSMEs. In case any improper / lack of documents is there vendor on their own interest may submit all the relevant documents as stated above, before price bid opening.

For MSE vendors getting award-

Payment for MSE Indigenous eligible vendors will be as per MSMED Act 2007 subject to fulfilment of above procedure.

Note: vendor need to go through Special conditions tender also for any special instruction & deviation from above.

Vinayak Joglekar
AGM (MS- Bonds, Compliance & IT)

Facility Management Services

Vendor will be responsible for the provision of complete Information Technology and Telephone Facility Management services that would include the following:

1 Desktop Support Services

- a) Day to day problem faced by users in PCs.
- b) Support to users for any problems encountered in use of Windows operating environment as well as standard office productivity suites Microsoft Office™, all drivers required, Email, Antivirus.
- c) Installation, reconfiguration, reinstallation and upgrade of Windows operating environment as well as standard office productivity suites Microsoft Office™ or equivalent using software provided by us.

2 Printer Support Services

- a) Configuration and management of network printers and print queues.
- b) Logging calls for whenever downtime is faced in printers and keeping record of the same.

3 Scanner Support Services

- a) Scanner configuration and installation/upgrade of scanner drivers.
- b) Logging calls for whenever downtime is faced in scanners and keeping record of the same.

4 Server Management

- a) Ensuring proper connectivity of Network equipment (Hubs, Switch etc.)
- b) Logging calls for whenever downtime is faced in servers due to configuration of hardware failure and keeping record of the same.

6 Virus Management

- a) In case of a virus attack, isolation of the equipment under attack from the network.
- b) Arranging for updates and upgrades in co-ordination with Antivirus AMC Vendor of BHEL and installation on all PCs.
- c) Logging calls for whenever downtime is faced in antivirus server due antivirus software configuration or server hardware failure due to configuration of hardware failure and keeping record of the same. Keeping configuration back up file whenever any change is made in antivirus software configuration.

7 Server Data Backup & Restore

- a) Performing backup operations for file server everyday as per schedule and checking the success/failure of back up every next morning.
- b) Restoration of data whenever server crash takes place.
- c) Dumping the backed up data on monthly basis, at Airport office of BHEL

9 Network Management

- a) Network troubleshooting in co-ordination with network device AMC vendor to fix the issues within defined threshold uptime percentage as per **System Uptime** clause defined above.

10 Structured Cabling System Management

- a) Management and maintenance of the structured cabling system at the Patch Panel as well as the I/O outlet.
- b) In case of any damage in any LAN cable, it will be your responsibility to identify the damaged point and fix the issue.

11 WAN Support

- a) Co-ordination with our CDT, Noida group for problems related with bandwidth / packet drops with AMC vendor of BHEL maintaining the defined uptime percentage as per **System Uptime** clause.

12 Vendor Warranty Management

- a) First level identification of the problem in the equipment and rectification of minor faults possible through non-invasive means will lie in your scope.
- b) Liaison with the warranty vendor on behalf of BHEL for repair/ replacement of parts as per the warranty norms of the vendor.
- c) All the services mentioned above should be provided for all the machines under warranty.
- d) Maintaining the downtime reports for all such issues.

13 Telephone Management

- a) Management of Telephone equipment (Analog and Digital)
- b) First level identification of the problem in the equipment.
- c) Liaison with the AMC warranty vendor on behalf of BHEL for repair/ resolution as per the warranty norms of the vendor.
- d) Maintaining the downtime reports for all such issues.

14 Other Miscellaneous Works related to IT Facility Management informed by BHEL on time to time basis.

Schedule II

- 1) No of Servers: 1 Server
 - a. File cum Antivirus Server: One no. of Domain controller cum Trend Micro version 3.1 Office Scan Antivirus Server on Win Server 2012, 64-bit OS
- 2) 75 PCs: Windows 8 Pro. Office 2010 and Office 2013
- 3) 3 Laptops and 1 Tablet cum Ultrabook: Windows 8 Pro. Office 2010.
- 4) Network Switches: 3 X 48 Port HP and Cisco switches.
- 5) Printers & Scanners:
 - a. Scanner: 8 scanners
 - b. Printers i.e. 20 no. of LaserJet Network Printers and 5 no. of Personal Printers
- 6) Telephone: 60 Analog Phones, 10 Digital Phones

ANNEXURE- A1

1. Bidder must have completed successfully at least three years Facility Management service. At least three performance/service completion certificate/documentary proofs (from three different customers) to be provided in this regards without which the offer will not be accepted as technically qualified.
2. The resident Engineer being deputed to BHEL office should be certified by at least one customer for the satisfactory service provided by the Engineer on customer's site. Certificate/ documentary proof to be provided as proof from customer

ANNEXURE- A2

1. Company profile
2. Name of contact person with designation and Phone, fax, e-mail address.
3. Client list with contact person's name, designation and telephone number where ever the facility management is provided.
4. Details of service centre in Mumbai.

SIGNATURE AND SEAL OF TENDERER

ANNEXURE –B

PRICE BID

Lumpsum Annual Charges in Rupees for
Facility Management
as per Schedule I & II.

Rs _____

NOTE :

- 1) The above prices are **exclusive** of GST.
- 2) GST will be paid as applicable on the date of payment.

SIGNATURE AND SEAL OF TENDERER

(Letter of compliance in Company's Letter Head)

Date :

To,

Additional General Manager
M/s Bharat Heavy Electricals Limited,
14th Floor, World Trade Centre-1,
Cuffe Parade, Mumbai –5

Sub : Your Tender no RE/MUM/SYS/FM22-23 due on 28.03.2022

Dear Sir,

With reference to your above tender, we hereby confirm that all the terms and conditions of your above tender are acceptable to us and our offer is based on the same.

We have submitted the price bid in your price bid format only without any deviations/conditions.

We also confirm that any deviations/conditions in the financial bid will not be entertained / considered by BHEL.

Thanking you,

Yours faithfully,

SIGNATURE AND SEAL OF TENDERER