

	<p align="center"> BHARAT HEAVY ELECTRICALS LIMITED (A Govt. of India Undertaking) ELECTRICAL MACHINE REPAIR PLANT Plot No. D-1, Cross Road 'C', Road No.16, MIDC, Andheri (East), MUMBAI – 400 093 [†2835 8706 Fax No. 022-28231161/28364587 E mail : vphoro@bhel.in </p>
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NOTICE INVITING TENDER

NIT No. BHEL/EMRP/IT/AMC-2021

BHEL, EMRP, Mumbai invites sealed tender in Two Part viz Part A “Techno-Commercial Bid” and Part B “Price Bid” from experienced and competent bidders who fulfill the qualifying criteria contained in the tender documents:

Name of work	Annual Maintenance Contract of IT System Support for period of two years
Earnest Money	Rs. 9,600.00 in the form of Pay order/D.D. drawn/EFT in favor of “BHEL” to be enclosed with techno-commercial bid
Due date & time of bid submission	On or before 05.04.2021 up to 1430 Hrs
Due date & time of bid opening	05.04.2021, 1500 Hrs onward

1. Tender can be down loaded from our website www.bhel.com
2. All subsequent corrigendum/amendment shall be hosted only on website. Hence, bidders are advised to always be in touch with our said website until the tender is finally opened.
3. For detail, refer tender documents.
4. The offers of the bidders who are on the banned list shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.
5. MSME/NSIC registered vendor can avail the indented benefits only if they submit proper documents (registration certificate) with due validity as on date of opening of tender.
6. 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.



Dy Manager (HR&IT)
Phone no.: 022- 2835 8706

Sealed tender is invited in '**Two Bid Systems**' for maintenance of computers, printers, video conferencing and other peripherals and Facility Management. The period of contract will be for two years.

The scope of work and other terms and conditions are detailed below:

1. **Technical Terms & conditions:** As per Scope of Work mentioned below:

1.1 The party is responsible for the following work (not limited to) for which a technician is required to be posted at our works i.e. EMRP, Mumbai for the full duration of contract period of two years from the date of issue of WO.

1.1.1 Maintenance of Network.

1.1.2 Monitoring of user PC for Operating system & anti-Virus updates.

1.1.3 Checkup of Automatic Data Back Up Utility.

1.1.4 Management of Domain, Web Space & Internet.

1.1.5 Preventive Maintenance.

1.1.6 Follow-Up with all the related vendors till issue is resolved who have their equipment under warrantee in BHEL premises if any problem arises.

1.1.7 Maintenance of video Conferencing.

1.1.8 Any other work relevant work assigned from time to time.

1.2 **Evaluation Criteria:**

Price evaluation shall be on the basis of total landed cost to **BHEL, EMRP**, Mumbai.

Note: Mumbai based vendors will be preferred due to logistics reason.

All terms & conditions and procedure for submission of tender are enclosed herewith. Offer should be submitted strictly in accordance with the same.

Annexure – I

Tender Enquiry No. BHEL/EMRP/IT/AMC-2021

Date: 12.03.2021

Bidder's Ref No-----

NO DEVIATION CERTIFICATE

We here by accept and agree to all the Techno-Commercial & general terms and conditions given in the above referred tender enquiry without any deviation.

**Signature of the bidder
Seal of the company**

Note: It may be noted that offers with deviation without price implications are liable to be rejected.

Annexure-II

Pre-Qualification Criteria

Tender Enquiry No. BHEL/EMRP/IT/AMC-2021

Date: 12.03.2021

Bidder's Ref No.....

- 1. The party should have thorough knowledge of system management and have experience for at least three years in this field. Necessary supporting documents should be submitted in technical bid.**
- 2. The bidder should have an average annual financial turnover of not less than Rs. 1.5 lakhs during last three financial years ending on 31-03-20. Bidder has to submit copy of audited or provisional accounts duly certified by CA (Profit and Loss & Balance sheet for FY 2017-18, 18-19, 19-20).**
- 3. PAN No. & GST No. with supporting documents.**

**Authorized Signatory, with
Seal of company**

PRICE BID

Annexure — III

Tender Enquiry No. BHEL/EMRP/IT/AMC-2021

Date: 12.03.2021

Bidder's Ref No.....

Sl.No.	Description	Quantity	Total Lumpsum charges per month (Rs.)
1	Desktops	45 Nos	
2	Laptops	4 Nos	
3	Printers	(4 Nos. A4+1 No A3) color laser jet, 8 laser jet, 6 Scanner, 1 Dot Matrix	
4	Servers	02 Nos. File Server	
5	Switches	9 (8 Port (2 Nos.), 48 Port (3 Nos.), 24 Port (3 Nos.) and 16 Port (1 No), Network Adaptor-1 No.	
6	VC	1 No.	
7	Total system administration by a technician	One personnel to be posted at our works- EMRP, Mumbai throughout the contract period	

Note: The above quantities are tentative and the same may increase or decrease. Taxes and duties as applicable will be paid.

**Authorized Signatory, with
Seal of company**

1. GENERAL TERMS AND CONDITIONS:

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

1. BHEL or B.H.E.L 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.
2. "COMPANY" shall mean BHEL or vice-versa in any context used in the tender documents.
3. "CONTRACTOR" shall mean the individual, firm or service provider who enters into contract with BHEL and shall include their executors, administrators, successors and assigns.
4. "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the agreement, the work order, the accepted appendices of rates, Schedules of Quantities (if any), General Terms and Conditions of Contract, Special Conditions of Contract, Instructions to Tenderer.
5. Any conditions or terms stipulated by the tenderer 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 Agreement.
6. "TENDER SPECIFICATIONS" shall mean the Special Conditions, Technical Specifications, and Appendices, for which the tenderer are required to submit their offer.
7. "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed or instructed by BHEL.
8. "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.
9. "BIDDERS" shall mean parties participating in the tenders.

2. COMMENCEMENT OF WORK:

1. The Contractor shall commence the work on specific intimation from BHEL in writing 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 and forfeit the EMD.
2. The Contractor may raise monthly invoice for the services rendered to BHEL. The Invoices will have to be raised according to the explicitly agreed rates and payment terms of the contract.
3. Bills complete with necessary documents for the calendar month shall be submitted by 7th of next month. Payment shall be released within 15 working days on submission of complete and clear documents. TDS shall be deducted as applicable.
4. Quantum of work shall be entered day to day basis in the Register provided by BHEL. Work given should be completed promptly to the satisfaction of BHEL and should be signed by the representative of BHEL.

3. RIGHTS OF BHEL:

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

1. To terminate the contract after due notice and forfeit Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages/penalty in the events of:
 - a. Withdrawal from or abandonment of the work before completion of the work.
 - b. Corrupt or illegal act of the Contractor.
2. To recover any money due from the Contractor, from any moneys due to the Contractor under this or any other contract or from the Security Deposit.
3. To claim compensation for losses incurred including BHEL's supervision charges & overheads in case of termination of Contract.

4. CONTRACTUAL OBLIGATION OF CONTRACTOR:

1. BHEL has privy to contract with the contractor only. BHEL will have nothing to do or be concerned with employment of employees working for the contractor and BHEL will have no liability toward the employee.
2. Employee deployed by contractor must be with requisite knowledge and experience and may be subject to interview/review of performance by BHEL. In case of any unsuitability, BHEL reserves the right to remove the manpower without assigning any reason. In such event, Contractor shall replenish the manpower immediately.
3. Contractor shall maintain appropriate records of his employees deployed to carry out the job(s) at BHEL.
4. Contractor should issue appropriate appointment letters to his employees deployed to carry out work at BHEL.
5. Contractor shall provide employment card/ identity card with photographs duly verified and attested by the contractor to his employees.
6. In the event of termination of contract for any reason whatsoever the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees, contractor should settle all terminal dues including retrenchment compensation etc. wherever applicable for his employees.
7. All statutory requirements under Minimum Wages Act, 1948, Payment of Wages act, 1936, Workmen compensation Act, 1923, EPF & MP Act, 1952, Payment of Gratuity Act 1972, ESI Act 1948. The Contract labor regulation and abolition Act 1970, Payment of Bonus Act, 1965, Income tax Act, Service Tax Act, and all other applicable Acts shall be complied by contractor.
8. The contractor shall be solely responsible to comply with all statutory rules, Regulations etc., and obtain necessary permits/approval from the local Governing Body, Police and other concerned Authorities as required under law.
9. The contractor shall be solely responsible to pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or any other charges that leviable on account of operation of this contract in part or full.

5. SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT:

1. All safety rules and codes applicable to BHEL staff shall be observed by the Contractor and his workmen without exception.
2. The Contractor shall be responsible for the safety of the equipment and materials being used by him or his employees.

6. ARBITRATION:

1. AGM — BHEL EMRP or any officer nominated by him shall be the sole arbitrator should there be any disagreement or dispute between the contractor (including employees) and BHEL.
2. The contract shall continue to be operated during the arbitration proceedings unless otherwise directed in writing by BHEL or unless the matter is such that the contract cannot be operated till the decision of the arbitrator is received.

7. LAWS GOVERNING THE CONTRACT:

1. The contract shall be governed by the Indian Laws applicable as on date and only courts in Mumbai shall have the jurisdiction over this contract.
2. The contractor shall be solely responsible to comply with all statutory requirements in respect of his employees, adherence to the PF Act, ESI Act and other Labor Legislations. Any liability with respect to the employees of the contractor shall be borne by the contractor and BHEL would not be responsible in anyway.

8. INDEMNITY:

The Contractor shall indemnify and keep BHEL indemnified against all losses, claims 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.

9. EMD AND SECURITY DEPOSIT:

EMD

1. Tenderer has to submit an interest free EMD of Rs. 9,600/- along with Techno-commercial Bid in the form of Demand Draft / Pay Order drawn in favor of **BHEL/** Electronic Fund Transfer credited in **BHEL account** (before tender opening). EMD will be forfeited if:
 - a. After opening the tender, the tenderer revokes his tender within the offer validity period or increases his earlier quoted rates.
 - b. The tenderer does not commence the work within the period as per LOI /Contract. In case the LOI / contract is silent in this regard then within 15 days after award of contract.

EMD given by all unsuccessful tenderers shall be refunded within fifteen days of award of work to the successful tenderer. EMD of successful tenderer shall be converted and adjusted toward the required amount of Security Deposit.

Security Deposit

In addition to above, Security Deposit shall have to be deposited by the successful tenderer during pendency of the contract. The rate of Security Deposit will be @ 5 % of the contract value.

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

1. Pay order / Demand draft / Electronic Fund Transfer in favor of **BHEL**.
2. Local cheques of scheduled banks, subject to realization.
3. Bank Guarantee from scheduled Banks / Public Financial Institutions as defined in the companies Act. The Bank guarantee format should have the approval of BHEL.
4. 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 contractor, A/C BHEL duly discharged on the bank.
5. Security deposit can also be recovered at the rate of 10% from the running bills. However, in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.
6. Security Deposit shall not carry any interest. Security Deposit in normal case will be refunded after one month of successful completion of the contract.

10. PROCEDURE FOR SUBMISSION OF TENDER:

1. Bidder shall submit the offer in '**Two Bid System**' in three different sealed covers (EMD, Technical Bid and Price Bid). EMD Envelope shall be opened first and then Techno-Commercial Bid.
 1. **EMD**
 2. **Techno Commercial bid**
 3. **Price Bid**

Offers without EMD shall not be considered.

2. Part 'A': Techno-Commercial Bid & EMD
3. Part 'B': Price Bid
4. Tender No., date and due date of opening should be written on both the covers.
5. These three covers shall then be placed in a large cover and sealed. The large cover should also have Tender no., Date and Due Date. This should be dropped in the tender box placed at the entrance of our works before due date and time.
6. **Part 'A' - Techno Commercial Bid:** Techno Commercial Bid shall contain technical and commercial offer as per NIT Proforma, indicating acceptance of NIT terms, as per **Annexure-I & Annexure-II**. Acceptance of all technical and commercial terms and conditions given in the format **Annexure I**. (No Deviation certificate and deviation Proforma) & **Annexure-II** duly filled in with seal and signed as required. **Blank Price Bid Annexure III Proforma indicating only the rates of taxes and duties applicable, without rate / price should be enclosed with the techno-commercial bid Part A.** A Signed and stamped copy of NIT is also to be submitted.

7. **Part 'B':** Price Bid should contain **only the price** duly filled in Price Bid Proforma **Annexure III, without any terms and conditions.** Any terms and conditions, if mentioned in the price bid, shall be ignored and will not be considered.
8. Any deviation in the above mentioned terms and conditions or conditional offer may render the offer invalid and shall be liable to be rejected, and price bid of such bidders shall not be opened. Price bid of only those bidders shall be opened whose Techno-Commercial offer is found suitable and acceptable.

11. PAYMENT TERMS

1. Payment will be done on 'Monthly Basis', within 15 working days on submission of complete and clear documents.
2. Bills complete with necessary documents for the calendar month shall be submitted by 7th of next month. TDS shall be deducted as applicable.
3. The contractor may raise monthly invoice for the services rendered to BHEL. The invoices will have to be raised according to the explicitly agreed rates and payment terms of contract.
4. GST @18% will be paid extra OR as applicable as per billing.

12. OTHER MISCELLANEOUS CONDITIONS:

1. BHEL shall provide working space, computer free of cost and all resources necessary to carry out job. Only official work shall be permitted to be carried out at BHEL office.
2. Technician deputed shall be posted at our EMRP works during office timings from 08:00 to 04:30PM and beyond as per requirement. Working timings are subject to change without any prior notice and BHEL reserves the rights to same.
3. Input processing work has to be carried out in our office. The contractor shall be fully responsible for the conduct of his employees undertaking input processing work at the office premises on behalf of the contractor.
4. Loss or damage to any of the property/ equipment due to negligence of the Input processing work shall be recoverable or made good by the service provider.
5. Safety of documents and equipment given for Input processing work is to be ensured by the successful bidder.
6. The contractor will undertake to keep all the information/ details coming across during the course of data processing work, as confidential. Any loss occurring to BHEL on account of leakage of information or furnishing information/copies of documents or divulging with any details/ information without prior written permission of BHEL shall be strictly dealt with as deemed fit by the Company.
7. Contractor has to ensure PF, ESIC and other statutory requirements for the technician deputed to BHEL, EMRP - Mumbai.

Validity of the offer shall be for 60 days from the *due* date of submission.


Dy Manager (HR&IT)