



Bharat Heavy Electricals Limited
(A Govt. of India undertaking)
Boiler Auxiliaries Plant, Ranipet – 632406, Tamilnadu.

INFORMATICS CENTRE

BAP:IC:3202A :DATED 06/02/2014 :: NETWORK MAINTENANCE WORK

The tender is uploaded in our BHEL WEB site as per CVC guide lines vide Office Order No. 10/02/04.

Only those vendors who are all the registered vendor for this work is allowed to participate in this tender. These registered vendors will get the hardcopy and the email notification on this Tender.

Interested Vendors may contact with their credentials to SM / IC, BHEL, BAP, Ranipet – 632 406 for due enlistment for future such tenders.

ENGINEER/INFORMATICS CENTRE

TENDER SPECIFICATION FOR NETWORK MAINTENANCE WORK AT BHEL **RANIPET**

Scope of Work and Terms & Condition:

1.0 The scope of Network Maintenance work

The vendor shall provide network maintenance support on 24x7 hours basis by TWO certified and trained resident engineers posted at BHEL Ranipet. The contract period is for 12 months after commencement of work at BHEL, Ranipet. This contract can be short closed after six months with one month notice period, if required by BHEL.

- A) Qualification for the Resident Engineers:
- Engineering Degree Holder with CCNA Certification
 - Minimum Two years experience in network maintenance and support field.
- B) Network Maintenance and support scope shall include the following :
- Manage basic LAN issues like connectivity, I/O, cable issues, patch cords, connector panels etc.
 - Update Network documentation
 - Identify and resolving router and switches issues
 - Network performance monitoring and analysis
 - Trouble shooting and fixing Network related problems
 - Managing devices like H-connect
 - Escalation of Network problems
 - Co-ordinate with hardware team and other support groups
 - Installation and configuration of active devices
 - Complete log book of activities done by the resident engineers should be maintained.
- C) The resident engineers:
- Shall observe BHEL working hours and BHEL holidays. BHEL working hours are 8AM to 4:30PM, 6 days a week. Network engineers shall work in two shifts. Shift time is 08:00 AM – 04:30 PM and 04:30PM to 01:00 AM and shall be available on call basis round the clock, to meet any exigency.
 - The CV of the Resident Engineers shall be got vetted by BHEL Ranipet.
 - When resident engineer goes on leave, suitable substitute shall be arranged for the leave period.
 - Shall change the resident engineers only after seeking permission from BHEL and arranging for proper substitute.
 - Shall ensure network connectivity up to the desktop level.
 - Shall have their own vehicles for movements and shall have mobile phones accessible from BHEL landline/mobile phones.
 - Accommodation, boarding, transport and other logistics for these engineers are vendor's scope.
- D) The contractor has to follow all statutory requirements like PF, ESI throughout the contract period. The contractor has to remit the P.F & ESI contribution in their own code and BHEL will not allot sub code. The contractor has to pay the minimum wages as fixed by the State Government of Tamil Nadu and additional Payment as insisted by BHEL.
- E) The current minimum wages as fixed by the Government of Tamil Nadu for skilled worker is Rs 266.00/day. BHEL insisted additional payment payable to the skilled worker is Rs 2500/- Per Month. Accordingly, the current minimum wage including BHEL insisted additional

payment for skilled worker is Rs 348.19/day. This minimum wage should be covered under Basic Pay.

- F) The Contractor's quoted rate shall inclusive of the above wages plus all statutory payments for the same. The tenderer shall quote inclusive of PF & ESI contribution

2.0 Price and Validity:

- Price shall be firm throughout the tenure of the contract. Variation of what so ever nature is to Vendor's account. Applicable Taxes shall be quoted separately in unambiguous terms. Invoices for claiming the contract price shall be as per the prevalent law. BHEL may avail CENVAT/service tax credit and vendors invoice to support the same.
- Any variations in Service Tax during this contract period will be to the account of BHEL.
- Price should be valid for a period of ninety days from the date of opening of the tender.
- Bidder should give the price bid in the following format.

S.No.	Description	Amount in Rs.
1	Network maintenance work by posting two network engineers for one year	
2	Applicable Taxes	
	Total	

3.0 EMD

An amount of Rs. 10,000.00(Rupees Ten Thousand Only) will have to be paid as EMD(Earnest Money Deposit) either cash at our cash office or as DD to be drawn in favor of BHEL, Ranipet Payable at State Bank of India, Mukundarayapuram,(MRPURAM PROJECT Code Number : 07013) Ranipet. In case DD is obtained from other Banks, the same to be "Payable at Ranipet". Offers without EMD, will be rejected. The EMD amount of the unsuccessful Tenderers will be returned on placement of the LOI and acceptance by the successful vendor.

4.0 Security Deposit :

The successful bidder should pay a security deposit of 10% of the Contract Value after the placement of LOI of which at least 50% should be made available before commencement of the work and the balance 50% will be recovered from the running bills. EMD of the successful tenderer will be converted and adjusted against the Security Deposit.

5.0 Payment Terms :

Payment will be made on Monthly basis in arrears and after receipt of invoice and duly certified the same by Informatics Centre.

6.0 Service Tax :

The Bidder shall not include Service Tax in their quoted rates; but the bidder has to separately indicate the Service Tax rate, amount and workings thereof in the Price bid schedule included in the bid documents.

If service tax amount is not indicated separately in the price bid schedule included in the Bid documents, it will be presumed that the quoted rate is inclusive of applicable service tax and bids will be evaluated accordingly.

Bidders have to quote the applicable Service Tax payable in the Price bid format (refer clause 2.0) included in the Bid document which shall be considered for evaluation. The same shall be considered for reimbursement against valid documentary evidence to successful bidders.

7.0 No interest shall be payable by BHEL on EMD/SD if applicable or any money due to the contractor by BHEL.

8.0 Non-Disclosure Agreement :

The successful bidder should execute a Non-Disclosure Agreement as given in the format in Annexure – I

9.0 Discrepancy in “words “ & “ Figures “

a) 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.

b) 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

c) 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 (a) and (b) above.

d) 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.

10.0 BHEL shall have the right to recover any money due from the contractor from any money due to the contractor under this contract or any other contract or from the security deposit.

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

Certificate by Chartered Accountant on Letter head

This is to certify that M/s.....,
(hereinafter referred to as 'Company') having its registered office at.....
..... is registered under MSMED Act 2006,(Entrepreneur memorandum
No(Part-II)..... dtd:.....
Category:.....(Micro/Small).(Copy enclosed)
Further verified from the Books of Accounts that the investment of the company as on date..... As per
MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery(i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006:

Rs..... Lacs

2. For Service Enterprises: Investment in equipment(original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006.

Rs..... Lacs

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

(Signature)

Name-

Membership number

Seal of Chartered Accountant

Signature of the Tenderer with seal

12.0 General Terms and Conditions:

1. The rate quoted shall include PF & ESI remittance of the Workers employed in this work. Therefore the tenderer shall quote inclusive of PF & ESI contribution to their workers.
2. The contractor shall post suitable qualified and experienced persons to attend the work.
3. The selected vendor shall submit the resumes to BHEL. The resumes of the engineer shall be vetted and accepted by BHEL.
4. All expenses towards logistics and incidentals, including lodging, boarding, travel, etc., incurred in connection with the execution of this contract shall be borne by the vendor and shall not be reimbursed by BHEL.
5. Vendor shall adhere to security procedures of BHEL for material, data, and personnel movement.
6. Safety precautions should be taken while doing the work.
7. The rate quoted shall be firm and valid for the entire contract period.
8. The Contractor shall follow all statutory requirements like PF, ESI and Minimum wage Act etc, for the entire period of Contract.
9. BHEL reserves the right to reject any offer without assigning any reason.
10. The contractor has to maintain necessary Log Book for the work carried out for the entire period.
11. In case of planned absence of any person, suitable replacement shall be made available by the contractor.
12. Successful bidder shall sign the service level agreement (SLA) signed on bond paper (Rs 20 /-) as per annexure to be submitted before commencement of work in the format enclosed in Annexure – II.
13. This contract will be terminated after six months at any time with one month notice period if required.

13.0 Tender Opening Date and Time :

Last date for submission of Tender : **21/02/2014 14:00 Hrs** and to be submitted at Informatics Centre, BHEL, Ranipet.

Opening of Tender : **21/02/2014 14:30 Hrs** at Informatics Centre.

14.0 Instruction for submission of Offer :

- Bidder should submit the offer in a sealed envelope which would contain two separate sealed envelopes as 1. Technical bid 2. Price bid.
- The Technical bid translated in English if submitted in other official languages of Government of India shall contain
 1. EMD as per clause 3.0
 2. Copy of Service Tax registration Certificate
 3. Tender specification and Confirmation of compliance to Tender requirement duly filled and signed in all pages.
- The price bid shall be duly filled in with Prices in Indian Rupees. All applicable duties and Taxes shall be clearly indicated in the Offer.
- Each sealed envelope shall be super scribed with the type of bid (Technical or Price) and specify the tender reference along with the title as 'Network Maintenance work at BHEL-BAP, Ranipet' and bidder's Name, Stamp and Signature.
- Both these envelopes should be submitted through one covering letter in a sealed envelope super scribing with the Tender reference along with the title as 'Network

Maintenance work at BHEL-BAP, Ranipet' and bidder's Name, Stamp and Signature.

- Each page of the bid should be duly signed, numbered and stamped.
- The quote should be submitted to Mr.Shantanu Singh, Engineer/Informatics Centre, BHEL, Ranipet – 632 406, Tamilnadu (State) with necessary enclosures.
- Tenders received after the due date and time of opening will be rejected.
- Tenders received through email/fax will not be considered.
- BHEL has the right to cancel this Tender with or without assigning any reasons.

15.0 CONFIRMATION OF COMPLIANCE TO THE TENDER REQUIREMENTS

S. No	Description	Accepted (Yes/No)	Remarks
1.	<p>The vendor shall provide network maintenance support on 24x7 hours basis by TWO certified and trained resident engineers posted at BHEL Ranipet.</p> <p><u>The qualification and experience for the site engineers:</u> Engineering Degree Holder with CCNA Certification and Minimum Two years experience in network maintenance and support field.</p> <p>The contract period is for 12 months after commencement of work at BHEL, Ranipet. This contract can be short closed after six months with one month notice period, if required by BHEL.</p>		
2.	<p>Network Maintenance and support scope shall include the following</p> <ul style="list-style-type: none"> • Manage basic LAN issues like connectivity, I/O, cable issues, patch cords, connector panels etc. • Update Network documentation • Identify and solve the router and switches issues • Network performance monitoring and analysis • Trouble shooting and fixing Network related problems • Managing devices like H-connect, Media Converter • Escalation of Network problems • Co-ordinate with hardware team and other support groups • Installation and configuration of active devices • Complete log book of activities done by the resident engineers should be maintained. 		
3.	<p>The resident engineers:</p> <ul style="list-style-type: none"> • Shall observe BHEL working hours and BHEL holidays. BHEL working hours are 8AM to 4:30PM, 6 days a week. Network engineers shall work in two shifts. Shift time is 08:00 AM – 04:30 PM and 04:30PM to 01:00 AM and shall be available on call basis round the clock, to meet any exigency. • The CV of the Resident Engineers shall be got vetted by BHEL Ranipet. • When resident engineer goes on leave, suitable substitute shall be arranged for the leave period. • Shall change the resident engineers only after seeking permission from BHEL and arranging for proper substitute. • Shall ensure network connectivity up to the desktop level. • Shall have their own vehicles for movements and shall have mobile phones accessible from BHEL 		

	<p>landline/mobile phones.</p> <ul style="list-style-type: none"> Accommodation, boarding, transport and other logistics for these engineers are vendor's scope. 		
4.	<ul style="list-style-type: none"> The contractor has to follow all statutory requirements like PF, ESI throughout the contract period. The contractor has to remit the P.F & ESI contribution in their own code and BHEL will not allot sub code. The contractor has to pay the minimum wages as fixed by the State Government of Tamil Nadu and additional Payment as insisted by BHEL. The current minimum wages as fixed by the Government of Tamil Nadu for skilled worker is Rs 266.00/day. BHEL insisted additional payment payable to the skilled worker is Rs 2500/-Per Month. Accordingly, the current minimum wage including BHEL insisted additional payment for skilled worker is Rs 348.19/day. This minimum wage should be covered under Basic Pay. The Contractor's quoted rate shall inclusive of the above wages plus all statutory payments for the same. The tenderer shall quote inclusive of PF & ESI contribution 		
5.	NDA WILL BE EXECUTED		
6.	<p>Payment Terms : Payment will be made on Monthly basis in arrears and after receipt of invoice and duly certified the same by Informatics Centre</p>		
7.	<p>Successful bidder shall sign the service level agreement (SLA) signed on bond paper (Rs 20 /-) as per annexure to be submitted before commencement of work in the format enclosed in Annexure – II</p>		
8.	Vendor should comply all the clauses of Tender specification in total.		

Signed By:

Name: _____

Designation: _____

Organization: _____

Date & Place: _____

Phone/Fax/Mobile/Email: _____

Stamp & Seal: _____

THIRD PARTY NON-DISCLOSURE AGREEMENT

I, _____, on behalf of the _____ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with BHEL on contract is confidential and that the nature of the business of the BHEL is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL. Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL all documents and property of BHEL, including but not necessarily limited to: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, and are reasonable given the nature of the business carried on by the BHEL. I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

I will abide by the ISMS manual of BHEL, Ranipet.

Dated at _____, this ____ day of _____, 20__.

Name

Company

Signature

Contract Ref:

Agreement for Network Maintenance work

This agreement made on this _____ day of _____ between M/s. _____ (hereinafter called the 'Company') of the one part, and the BHARAT HEAVY ELECTRICALS LIMITED,RANIPET 632 406, incorporated under the Companies Act, 1956 and having its registered office in BHEL House, Siri Fort, New Delhi (hereinafter called the 'BHEL') of the other part.

Whereas 'Company' is in the business of maintaining network system(s) and whereas the 'BHEL' has placed an order (No.BAP:IC:3202A dt 06/02/14) on Company for Network Maintenance work for a period of 12 months as per contract (No:BAP:IC:3202A dt 06/02/14) and 'Company' has agreed to provide manpower for network maintenance to the 'BHEL' under the following terms and conditions.

Now, therefore, the agreement witnessed as follows:

1. CONTRACT REFERENCE:

1.1 This Document shall be read along with the contract (No:BAP:IC:3202A dt 06/02/14) .This Terms and Conditions of the contract shall be fulfilled along with the clauses of this agreement.

2. SCOPE OF CONTRACT (in brief):

Company will provide manpower for network maintenance at BHEL, Ranipet for a period of 12 months in consideration of the payment as per Terms and Conditions of the Contract. This contract can be short closed after six months with one month notice period, if required by BHEL.

3. DEFINITIONS:

In this agreement, 'Contract' means the Contract referred in the Clause 1.1

4. MAINTENANCE:

4.1 Network manpower shall be deployed to keep the network in good working condition of the network systems during the period.

4.2 The 'Company' will station two qualified and experienced Engineers at BHEL site during contract period, for upkeep and maintenance of network system. Out of these two engineers, one engineer should come in general shift (8:00 AM to 4:30 PM) and other engineer should come in second shift(4.30 PM to 1.00 AM) and shall be available on call basis round the clock, to meet any exigency.

4.3 'Company' shall arrange a system for registration, monitoring and redress of all complaints during the contract period.

4.4 The 'Company' has to follow all statutory requirements like PF, ESI throughout the contract period. The 'Company' has to remit the P.F & ESI contribution in their own code and BHEL will not allot sub code. The 'Company' has to pay the minimum wages as fixed by the State Government of Tamil Nadu and additional Payment as insisted by BHEL.

4.5 The current minimum wages as fixed by the Government of Tamil Nadu for skilled worker is Rs 266.00/day. BHEL insisted additional payment payable to the skilled worker is Rs 2500/-Per Month. Accordingly, the current minimum wage including BHEL insisted additional payment for skilled worker is Rs 348.19/day. This minimum wage should be covered under Basic Pay.

5. PAYMENT TERMS:

Payment will be made on monthly basis in arrears after receipt of invoice and certification by BHEL.

6. TERMINATION AND FORE-CLOSURE:

6.1 Termination: 'BHEL' reserves the right to terminate the order/contract, upon situations arising due to non-compliance of contract Terms and conditions or non-performance of the manpower continuously for more than one month.

On termination of the 'Contract', no payment shall be payable to 'Company' for the remaining period from the date of Termination.

7. CONFIDENTIALITY:

7.1 'Company' and its representatives shall, at all times, maintain complete confidentiality of all data, information, software, drawings and documents, etc. belonging to 'BHEL' and also of the systems, procedures, reports, input documents, manuals, results and any other documents discussed and/or finalized during the course of execution of the 'contract'.

8. ARBITRATION:

8.1 In all cases of disputes emanating from and in reference to this agreement the matter shall be referred to the sole arbitration of the Head of the Unit of BHEL, Ranipet or any other person (including an employee of BHEL, even though he had to deal with the matter relating to this agreement in any manner) nominated by the said Head of the Unit to act as sole arbitrator. The arbitration shall be under 'THE ARBITRATION AND CONCILIATION ACT OF 1996' and the rules thereunder. The arbitrator may from time to times with the consent of the parties enlarge the time for making and publishing the award. The decision of the sole arbitrator is binding on both the parties.

9. JURISDICTION & GOVERNING LAWS:

9.1 In case of any suit or other legal proceedings arising under this contract the courts at Ranipet (Vellore District) Tamil Nadu only shall have the jurisdiction. This contract will be governed in all respects by India Laws.

9.2 This agreement and any amendments thereto shall be valid and binding upon 'Company' only if signed by the Authorized signatories of both 'BHEL' and 'Company'.

10. ENTIRE CONTRACT:

10.1 The Contract No: (No:BAP:IC:3202A dt 06/02/14) forms part of this agreement along with the references mentioned therein.

10.2 This agreement and any amendments thereto shall be valid and binding upon 'Company' only if signed by the Authorized signatories of both 'BHEL' and 'Company'.

IN WITNESS WHEREOF, 'BHEL' has caused this agreement to be signed at Ranipet, the day and year first above written, while 'Company' has caused this agreement to be signed at _____ through its authorized signatory – under their stamp who are the only constituted attorneys for this purpose, the day and year indicated below against the execution on its behalf.

SIGNED AND DELIVERED FOR & on behalf of the above named 'Company' by its authorized representative:

At Ranipet this day of 2014.



ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

01	NAME & ADDRESS OF THE SUPPLIER / VENDOR	
02	VENDOR CODE (as in WORK ORDER)	
03	Details of Bank Account:	
A)	NAME & ADDRESS OF THE BANK (WITH PIN CODE)	
B)	BANK TELEPHONE NUMBER (WITH STD CODE)	
C)	<u>BANK BRANCH CODE</u>	
D)	MICR CODE	
E)	ACCOUNT NUMBER	
F)	TYPE OF ACCOUNT	CURRENT A/C / OD / CASH CREDIT
G)	VENDOR NAME AS PER BANK RECORDS	
H)	BANK BRANCH RTGS IFSC CODE	
I)	BANK BRANCH NEFT IFSC CODE	
J)	VENDOR'S E-MAIL ID (give two ids)	
K)	NAME OF AUTHORISED SIGNATORY	

CERTIFICATE

I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED, RANIPET by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited, Ranipet. I / We also agree to bear the applicable Bank Charges for the above mode of transfer.

AUTHORISED SIGNATORY OF VENDOR WITH SEAL

Banker's Certification

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of _____ (name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE:

DATE:

(Manager / Officer's
signature Under Bank stamp)

Note: This EFT Form is to be submitted duly filled in manually in all fields and
duly signed by Authorised Signatory and certified by Banker.