



## Bharat Heavy Electricals Limited

DTX, HEPP, RANIPUR, HARIDWAR-249403 (Uttarakhand, India)

Phone: 01334-284064, FAX: 01334-223948 E-mail: [sougata@bhelhwr.co.in](mailto:sougata@bhelhwr.co.in)

NIT No: HW/DTX/2/1421

Date: 19.01.2017

### **Subject: Notice Inviting Tender for procurement of 125 hours of Microsoft Premier Support Services (PSS) for BHEL Haridwar & BHEL PEM Noida under One year Annual Maintenance Contract (AMC)**

Dear Sir/Madam,

1. Bharat Heavy Electricals Limited (BHEL) intends to procure AMC for 125 hours of Microsoft Premier Support Services. The 125 hours of Microsoft PSS AMC will be for a period of one year. The Scope of Work and Terms & Conditions are given in detail in Annexure IV. The Annexure details are as follows:

Annexure I	Pre-qualification Compliance Sheet
Annexure II	Item list & Scope of Services
Annexure III	Chartered Accountant (CA) Certificate Format for MSEs
Annexure IV	Scope of Work and Terms & Conditions
Annexure V	Price Bid Format
Annexure VI	No Deviation Certificate
Annexure VII	Document submission checklist with Page no. details (to be compiled by the bidder)

2. You are requested to submit techno-commercial offer along with price bid in two parts as per the scope of work indicated therein. The tender offer should be sealed in two separate envelopes with 'Techno-commercial bid' / Price bid', Tender no., opening date duly super scribed on the envelopes.
3. The Techno-commercial bid envelope should enclose your offer comprising Terms & conditions (Annexure-IV), duly signed and stamped, unpriced bid (Annexure V), Technical Pre-Qualification Compliance Sheet (Annexure I), No Deviation Certificate (Annexure VI) and Document Submission Checklist (Annexure VII ; to be compiled by the bidder) along with other required documents/proofs.
4. The price bid envelope should enclose Price bid (As per format in Annexure V) only. No additional Terms and Conditions should be specified in the price bid.
5. Vendor must meet prequalification criteria as per Annexure-I. The offers not meeting these criteria will be rejected summarily.
6. The techno-commercial bids will be opened on the last day of submission of the offers at 2.00 PM in the presence of the tenderers or their authorized representatives who may like to be present. Incomplete offers are liable to be rejected.
7. **Earnest money of Rs. 23,250/-** in the form of demand draft in favour of BHEL, Haridwar or cash deposit (to the extent admissible in Income Tax Act) with Accounts officer, BHEL, Ranipur, Haridwar is to be furnished with the tender offer. EMD of unsuccessful vendors will be refunded within 15 days of awarding the tender.

8. The offers in sealed envelopes (as stated in Point No. 2 above) should be submitted latest by **1:45 P.M. on 14.02.2017** at the following address through registered post / speed post:

**Head of Material Management  
Heavy Electricals Equipment Plant  
Bharat Heavy Electricals Limited  
Ranipur Haridwar (Uttarakhand)  
PIN – 249403**

The quotation must be posted taking the allowance for postal transit delays.

Alternatively, the tender duly sealed and super scribed, clearly mentioning the 'Technical/Commercial Bid', tender no., opening date as mentioned above may be deposited in the tender box situated at fourth floor, Main Administrative Building, HEEP, BHEL, Ranipur, Haridwar.

**IMPORTANT:** Quotation not received in time is likely to be ignored. Any vagueness / incomplete detail in the offers shall make it liable to be rejected as these shortcomings in the offers shall be interpreted as incompetence on the part of vendor to meet the requirements of BHEL.

9. The techno-commercial bids will be opened on the day of submission of the offers at 2.00 PM in the presence of the tenderers or their authorized representatives who may like to be present. Incomplete offers are liable to be rejected.
10. All corrigenda, addenda, amendments, time extensions clarifications etc. to the tender shall be hosted on BHEL website's tender section (<http://www.bhel.com> , <http://www.bhelhwr.co.in> ) & Govt.'s Central Public Procurement Portal (<http://eprocure.gov.in> ) only. Bidders should regularly visit websites to keep themselves updated.

**Checklist for submitting the bid is as under:**

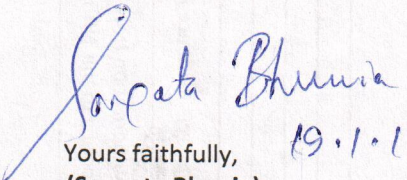
**To be submitted with Technical Bid:**

Sl.	Annexure	Description	Remarks
1		Your Technical Offer	
2	Annexure I	Pre-Qualification Compliance Sheet	Signed Copy duly filled alongwith required proofs / documents
3	Annexure II	Item list	Signed copy with seal
4	Annexure III	Certificate by Chartered Accountant on Letterhead	Signed Copy (if applicable)
5	Annexure IV	Scope of Work and Terms & Conditions	Signed copy with seal
6	Annexure V	Unpriced Bid	Mention all applicable taxes without price
7	Annexure VI	No Deviation Certificate	Signed copy with seal
8	Annexure VII	Document submission checklist with Page no. details along with OEM authorization letters.	All details of submitted document with Page nos. to be compiled by the bidder.
<b>Bidder should ensure that all pages are NUMBERED, SIGNED &amp; STAMPED</b>			
9	If applicable	Earnest Money Deposit (EMD)	Rs. 23,250/-

To be submitted with Price Bid:

Sl.	Annexure	Description	Remarks
1	Annexure V	Price Bid (only)	In a separate sealed envelope

Thanking you,

  
Yours faithfully, 19.1.17  
(Sougata Bhunia)  
Dy. Manager/DTX

## Digital Transformation Centre, HEEP, BHEL , Haridwar

NIT No: HW/ITX/2/1421 Dated: 19.01.2017

## Pre-Qualification Criteria

S.No	Description	Compliance (Y/N)	Evidence Required
1	The bidder should have authorization from OEM (OEM i.e. M/s Microsoft) specific to this tender		Authorization from M/s Microsoft specific to this NIT is required.
2	<p>a) The bidder should have executed at least one AMC order (In case of ongoing contracts atleast one year of AMC period should have been completed) having annual AMC charges, atleast of Rs 9.3 Lakhs for PSS or software support or for AMC of IT equipment such as PCs, workstations, Servers, Printers, UPS, Storage, tape library, Network Devices etc. during last 7 years ending 31.12.2016.</p> <p style="text-align: center;">OR</p> <p>b) The bidder should have executed at least two AMC orders (In case of ongoing contracts atleast one year of AMC period should have been completed) having annual AMC charges, atleast of Rs 5.8 Lakhs for PSS or software support or for AMC of IT equipment such as PCs, workstations, Servers, Printers, UPS, Storage, tape library, Network Devices etc. during last 7 years ending 31.12.2016.</p> <p style="text-align: center;">OR</p> <p>c) The bidder should have executed at least three AMC orders (In case of ongoing contracts atleast one year of AMC period should have been completed) having annual AMC charges, atleast of Rs 4.65 Lakhs for PSS or software support or for AMC of IT equipment such as PCs, workstations, Servers, Printers, UPS, Storage, tape library, Network Devices etc. during last 7 years ending 31.12.2016.</p>		Copy of Order including Order value along with Contact Details having full address and telephone number of the customer.
3	The Bidder should have an average annual turnover of at least Rs. 3.5 lakhs for the last 3 financial years. Audited Balance Sheet and Profit & Loss Statements for last 3 years 2013-2014, 2014-2015, 2015-2016 to be enclosed.		Audited Balance Sheet and Profit & Loss Statements OR Certificate from statutory Auditors for FY 2013-14, 2014-15 and 2015-16

<b>NIT No : HW/ITX/2/1421 Dated 19.01.2017</b>		
<b>Annexure II- Item list &amp; Scope of Services</b>		
<b>Items for One year AMC</b>		
Slno	Description	Quantity
1	Microsoft Premier Support Services (PSS) AMC for one year	125 hours

**Scope of Services to be provided by the Vendor as part of Microsoft Premier Support Services (PSS) Package to BHEL**

Scope includes Microsoft Premier Support for a total of 125 hours for a period of 1 year (25 hours for BHEL-PEM, Noida, 100 hours for BHEL- Haridwar from the date of PO)

**Vendor should tie up with M/s Microsoft Corporation aligning support for Microsoft technologies. Some of the widely used technologies are listed in Slno 4.0. However the list is not exhaustive.**

- 1.0 Provide BHEL with phone-based access to M/s Microsoft Corporation technical support professionals who shall provide problem solution support and proactive infrastructure support assistance.
- 1.1 Provide BHEL with direct telephone access to M/s Microsoft Corporation best Technical Account Specialists who shall
  - Track BHEL's technical problems throughout the resolution process and keep BHEL informed of their status.
  - Facilitate the escalation of serious problems to senior engineers and Microsoft product teams.
  - Follow up with BHEL to ensure that the problem was resolved to BHEL's satisfaction.
  - Proactively supply information on BHEL's support issues, such as security alerts, patches and technical troubleshooting articles.
- 1.2 Provide BHEL with proactive assistance from M/s Microsoft Corporation which shall include
  - Access to expert support professionals to help ensure that systems are deployed correctly and optimized to meet BHEL's needs.
  - Guidance on third-party software integration questions to help ensure that the entire solution works properly and integrates seamlessly.

- 2.0 Provide BHEL with anytime access to M/s Microsoft Corporation current product information.
- 3.0 OEM will have to appoint Service Manager(s) for each units separately for the entire contract period
- 4.0 **Some of the widely used Microsoft technologies are listed below (the list is not exhaustive).**
  1. Microsoft Exchange
  2. Microsoft Share Point
  3. Active Directory
  4. System Centre Configuration Manager
  5. System Centre Operations Manager
  6. Pulse Application Server
  7. Document Management System Server
  8. Domain name services
  9. Network storage services
  10. MS based Web services
  11. Dynamic Centre Configuration Protocol services
  12. Hypervisor services

**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 per the  
 latest audited financial year ..... 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

**(Strike off whichever is not applicable)**

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.

Or

The company has been graduated from its original category (Micro/ Small) (Strike off which is not  
 applicable) and the date of graduation of such enterprise from its original category is .....  
 (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such  
 enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published  
 in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant



## **TERMS AND CONDITIONS**

### **1 SCOPE OF WORK**

One year Annual Maintenance Contract (AMC) for Microsoft Premier Support Services (PSS) for BHEL Haridwar and BHEL, PEM Noida.

### **2 GENERAL**

- a) The PSS AMC maintenance contract will be for a period of one year from AMC start date (as will be mentioned in the order). No escalation of cost, due to any reason, will be admissible during this period. The payment will be made quarterly, at the end of the quarter. Invoices are to be submitted in triplicate along with other necessary documents. Along with invoices, Copy of the periodical challans (latest) of service tax deposited to government accounts linked to the service tax charged in the submitted invoices is to be submitted to process the invoices.
- b) Vendor will raise separate quarterly bill for BHEL Haridwar (Total procurement : 100 hours) and BHEL PEM Noida (Total procurement : 25 hours)
- c) No interest whatsoever shall be payable by BHEL on any amount due to the vendor.
- d) Successful bidder shall enter into AMC agreement with BHEL on non-judicial stamp paper of required value as per extant rules, at their own cost.

### **3 EARNEST MONEY DEPOSIT (EMD)**

- a) EMD is to be deposited by the bidder as per tender document.
- b) EMD given by unsuccessful bidders shall be refunded normally within 15 days of acceptance of work by the successful bidder.
- c) EMD shall not carry any interest.
- d) EMD by the bidder will be forfeited if after opening of the tender, the bidder revokes his tender within validity period or increases his earlier quoted rates or the successful bidder does not commence the work within the period as per LOI/Contract.

### **4 EXEMPTION**

MSEs (Micro and Small Enterprises) are exempted from payment of Earnest Money Deposit (EMD). Note: MSE suppliers can avail the intended benefit only if they submit along with 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 along with attested copy of CA certificate (format enclosed as per Annexure-III 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 bids at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted Officer.



## 5 SECURITY DEPOSIT

- a) Security Deposit, for the total order value of BHEL Haridwar & PEM Noida, is to be deposited by the successful bidder **at BHEL Haridwar**. The Security Deposit shall be collected before start of the work by the vendor. The rate of Security Deposit will be as below based on the Tender Order value:
1. Up to 10 lakhs: 10%
  2. Above Rs. 10 lakhs upto 50 lakhs: Rs. 1 lakh + 7.5% of amount exceeding Rs. 10 lakhs.
  3. Above Rs. 50 lakhs: Rs 4 lakhs + 5 % of the amount exceeding Rs. 50 lakhs
- b) Security Deposit may be furnished in any one of the following forms
- i. Cash ( as permissible under the Income Tax Act)
  - ii. Pay Order, Demand Draft in favour of BHEL
  - iii. Local cheques of scheduled banks, subject realization.
  - iv. Securities available from Post Offices such as NSC, Kisan Vikas Patras etc. ( Certificates should be held in the name of Vendor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
  - v. Bank Guarantee from Scheduled Banks/Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
  - vi. 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 back
- c) EMD of the successful bidder can be converted and adjusted against the security deposit.
- d) The security deposit shall be refunded after the successful completion of the contract.
- e) The security deposit shall not carry any interest.
- f) Security deposit shall be liable to be forfeited in case of breach / nonfulfillment of liabilities in contract by vendor

## 6 TENDER EVALUATION

- a) After the process of Techno-commercial Bid evaluation, Price Bid opening will be done for all technically qualified vendors.
- b) The valuation will be on the basis of delivered cost i.e. "total cost to BHEL".
- c) Vendor has to quote for all items in the Price Bid (Annexure – V). The comparative statement for selecting the L1 Vendor shall be made on the basis of total charges for AMC and all taxes (except Service Tax) for all items.



## **7 DEVIATIONS**

Bids shall be submitted strictly in accordance with the technical specifications and commercial terms & conditions of the Tender Enquiry. No change in specifications, clauses of contract, Terms and Conditions, etc. shall be entertained by BHEL under any circumstances. Hence bidders have to submit a "No Deviation Certificate" for both technical specifications and commercial terms and conditions in Part-I of the offer as per format (Annexure VI).

## **8 ACCEPTANCE OF LOI/ORDER**

Letter of vendor's acceptance for the Letter of Intent (LOI)/Order from BHEL is to be submitted within one week of issue date of LOI/Order.

## **9 DELIVERY**

Microsoft Premier Support services should be started within 4 weeks from the date of PO.

## **10 SUPPORT**

PSS AMC maintenance shall include, but will not be restricted to, support for the Microsoft applications/technologies mentioned in Annexure II, to be provided by the Vendor as part of Microsoft PSS to BHEL.

## **11 RISK PURCHASE**

BHEL reserves the right to terminate the order / contract and purchase service from elsewhere at the risk and cost of the vendor / lessor, either the whole or part of service, which the vendor / lessor has failed to deliver within the stipulated delivery period as per clause 9-Delivery. The vendor / lessor shall be liable to compensate the BHEL for any loss which BHEL may sustain by reason of such purchase of service.

## **12 VALIDITY OF OFFER**

Offer shall be valid for four months from tender opening date.

## **13 PAYMENT TERMS**

Payment for Microsoft Premier Support (PSS) services will be released in 4 equal installments (irrespective of the hours used) after completion of every 3 months of services subject to of satisfactory performance. Taxes and duties shall be paid as per Govt. guidelines prevailing at the time of billing. (The invoices for Microsoft Premier Support shall be submitted by the vendor to the respective units and the payments will be released to the vendor from the respective units).

## **14 MODE OF PAYMENT**

Payment will be made by way of Electronic Fund Transfer.



## **15 LIQUIDATED DAMAGES**

The parties hereto agree that timely delivery is the essence of the order/contract. If the Seller/Contractor fails to start the Microsoft Premier Support services within the time period stipulated in the order/contract or within any extension of time granted by the purchaser, purchaser shall be under no obligation to accept the services. However, if accepted, liquidated Damages at the rate of half percent per week of delay shall be levied on the value of Microsoft Premier support services delayed limited to ten percent of the total order/contract value excluding elements of taxes and duties, without prejudice to any other relief or compensation due to the purchaser under any other condition of the order/contract. (LD for Microsoft Premier Support shall be calculated by BHEL- Haridwar on the basis of report of start of Microsoft services of BHEL-PEM Noida and BHEL Haridwar and LD shall be deducted by BHEL Haridwar, if applicable, from payment against its own first invoice).

## **16 TERMINATION/EXTENSION OF THE CONTRACT**

- a) BHEL reserves the right to terminate the order/contract, either wholly or in part, in case he is obliged to do so on account of any decline, diminution, curtailment or stoppage of his business and in that event, the Seller/Contractor shall have no claim for compensation against the purchaser on account of such cancellation.
- b) BHEL reserves the right to terminate the order/contract, either wholly or in part, upon situations arising due to non-compliance of stipulations of the Order/contract, by the Seller/Contractor, at the risk and cost of the Seller/Contractor.

## **17 SUBCONTRACTING**

The vendor shall not sub-contract, assign or otherwise transfer the Order/Contract or any part thereof without prior written consent of the BHEL.

## **18 CONFIDENTIALITY**

Seller/Contractor shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents, etc. belonging to the purchaser and also of the Systems, procedures, reports, input documents, manuals, results and any other company documents discussed and/or finalized during the course of execution of the order/contract.

## **19 CLAIMS**

All the claims etc. lodged with the underwriters, if any, shall be dealt with by the vendor directly.

## **20 ARBITRATION**

In all cases of disputes emanating from and in references to this agreement the matter shall be referred to the arbitration. All disputes or differences between the parties will be resolved



through arbitration governed by Arbitration & Conciliation Act 1996 as amended from time to time. The venue of arbitrator shall be Haridwar only.

## **21 JURISDICTION**

All disputes or differences arising out of, under or in connection with this contract shall be subject to the exclusive jurisdiction of the courts having jurisdiction over BHEL, Haridwar.

## **22 GOVERNING LAW**

This contract shall be governed in all respects by Indian law.

## **23 FORCE MAJEURE**

Neither BHEL nor the vendor shall be responsible for delays/failures in performance resulting from acts beyond the control of either. Such acts shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the agreement, fire, earthquakes or other such disasters.

## **24 LIMITATION OF LIABILITY**

The vendor's / Lessor's liability will be limited to the scope / order value of this contract only.

## **25 INDEMNITY**

Bidder shall fully indemnify and keep indemnified the purchaser against all claims which may be made in respect of the of System / Software /Item(s) / Services supplied / rendered by the Bidder, for infringement of any rights protected by patent, registration of designs or trademarks and legality of the software. However the bidder will have no obligation for any claim of infringement arising from third party products not supplied in the order, modifications and technical information/ instructions advised by purchaser and use of products prohibited by product manuals.

All such claims in this regard will be settled as per Indian laws.

In the event of any such claims being made against the purchaser, purchaser will inform in writing to the bidder who shall at his own risk and cost either settle any such dispute or conduct any litigation that may arise there from.

## **26 INFORMATION SECURITY REQUIREMENTS**

- a) BHEL Haridwar has implemented Information Security Management System (ISMS) and has taken certificate for the same based on ISO 27001 standard.
- b) BHEL Information Security Policy is as follows:  
"BHEL is committed to ensure Integrity, Confidentiality, Availability and Security of its information at all times for serving the needs of the organization in line with its Vision, Mission & Values while meeting all regulatory requirements."



- c) In line with the ISMS requirements, vendor and its staff shall ensure the protection of BHEL information assets / information processing facilities at all times with respect to confidentiality, integrity and availability.
- d) The vendor / personnel deputed by vendor shall comply with following requirements:
- i. Personnel deputed by vendor shall follow the ISMS system requirements.
  - ii. Personnel deputed by vendor shall present his / her identity proof to BHEL for getting proper authorization from BHEL. He/she shall not enter into BHEL premises without proper authorization.
  - iii. Vendor and personnel deputed by vendor shall sign Non-Disclosure Agreement (NDA) in the specified format of BHEL Haridwar.
  - iv. When allowed by proper authority, he / she shall work in secure area only in the presence of BHEL staff.
  - v. If he /she has to work on any server / network device in secure area, the work shall only be allowed in presence of system administrator or any other person authorized by DTX.
  - vi. He / she shall maintain and service only that equipment which comes under his /her scope of contract.
  - vii. Vendor / personnel deputed by vendor shall ensure the return or destruction of information / data at the end of AMC agreement and as and when required.
  - viii. Access to information assets, which is not explicitly authorized, shall be treated as forbidden.
  - ix. Any information security incident and / or security breaches shall be immediately reported to BHEL.
  - x. In case of any violation of the above, it will amount to non-fulfillment of terms & conditions of the contract.

**Digital Transformation Centre, HEEP, BHEL , Haridwar**

NIT No: HW/DTX/2/1421, Date: 19.01.2017

**Annexure-V Price Bid Sheet**

- Note:**
1. All values are to be quoted in Indian Rupees (INR).
  2. AMC Price should be quoted for one year PSS AMC
  3. Comparative Sheet will take into account all taxes except Service Tax to arrive at "Landed Cost to BHEL". Vendor should clearly mention all applicable taxes .

**AMC Charges of Equipment for Two Years**

Sl. No.	Item Description	Quantity of PSS Support hours ( in 1 year AMC)	AMC Charges for 1 year per unit hour (Excluding Taxes) (in Rs.)	AMC Charges for 1 year for total hours (Excluding Taxes) (in Rs.)
		(a)	(b)	(c=a <b>x</b> b)
1	Microsoft Premier Support Services(PSS) AMC for a period of 1 year for BHEL-PEM and BHEL-HARDWAR	125		
<b>TOTAL AMOUNT (Rs.)</b>				
<b>Mention Service Tax details (if any)</b>				
<b>Mention all taxes except Service Tax details (if any)</b>				



**NO DEVIATION CERTIFICATE**

This is to certify that our offer is exactly in line with your NIT No.: **HW/DTX/2/1421** dated: **19.01.2017**. This is to expressly certify that our offer contains no deviation either Technical or Commercial in either direct or indirect item.

Signed by:

Name: -----

Designation: -----

Organisation: -----

Date & place: -----

Phone/Fax/Mobile: -----

Email: -----

Stamp / Seal: -----