

Project Engineering
Management

BHARAT HEAVY ELECTRICALS LTD.
(A Govt. Of India Undertaking)



PURCHASE ENQUIRY

REF:	PE-LPE/439
REF. DATE	11/11/2019
DUE DATE	26/11/2019

To,

Open Tender

Dear Madam/Sir,

Subject: **AMC for IT equipment and onsite manpower support for BHEL-PEM Noida for a period of two years.**

Quotations are invited through e-procurement system. Please upload your best offer/quotation in TWO PARTS on <https://bhel.abcprocure.com> on or before 02:00 PM of above mentioned due Date i.e.26/11/2019.The details of the tender enquiry as mentioned below:

PRE-BID MEETING: A pre-bid meeting will be organized on 21/11/2019 at 14.00 hours at Conference in the premises of Bharat Heavy Electricals Ltd., Power Sector- Project Engineering Management PPEI Building, HRDI & ESI Complex, Plot No. 25. Sector-16A NOIDA – 201301, Uttar Pradesh . All the interested vendors may participate in the pre-bid meeting, wherein the clarifications will be provided for the queries if any. Interested vendors are requested to submit their queries on or before 18/11/2019 to the e-mail ids of the contact persons indicated in page No. 2 of 17. Based on Pre Bid meeting out come any modification (if required) will be made and same will be updated in BHEL websites www.bhel.com, www.bhelpem.com & <https://bhel.abcprocure.com>

SCOPE: Scope of vendor under AMC for IT Equipment and onsite manpower support services is as per “Scope and Technical specifications” ref no. PE888S-1901, Rev 00

PAYMENT TERMS: Payment shall be as per Commercial Terms & Conditions at sl no.8.0

DELIVERY: Delivery shall be as per Commercial Terms & Conditions for Pulse TS at sl no.11.0

LIQUIDATED DAMAGES: LD as per clause no. 14.0 of commercial terms and conditions.

PENALTY CLAUSE: For downtime of equipment & manpower as per cl no.6 of technical specification no.PE888S-1901 Rev.00.

EARNEST MONEY DEPOSIT: - The bidder shall be required to furnish a refundable Earnest Money Deposit (EMD) of Rs.57,000/- [Fifty Seven Thousand Only] along with the bid (for details refer sl no 27 to 28 of Commercial Terms & Conditions)


SECURITY DEPOSIT: - The total amount of the Security deposit will be five percent (5%) of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit bid (for details refer sl no 29 to 28.1 of Commercial Terms & Conditions).

BID SUBMISSION: In two parts through e-procurement. Part 1: Techno-Commercial Bid Part 2: Price Bid

Enclosures:

- Price Format-Annexure-I, Instruction to Bidders
- Commercial Terms & Conditions
- Technical Specification No. PE888S-1901, Rev 00.
- Technical PQR
- Financial PQR

Thanking You,


For and on behalf of BHEL
Md Mazhar Wahab
Dy. Manager/CMM, BHEL PEM, Noida

कृपया प्रेषित करें :
बीएचईएल. पीएस-पीईएम
पीपीईआई भवन
प्लॉट नं २५, सेक्टर १६ ए
नोएडा - २०१ ३०१ उ प्र
भारत

Please reply to :
BHEL, PS-PEM,
PPEI Building,
Plot No.25 Sector 16
Noida-201301 (U.P.)
INDIA

फ़ोन Phone No:
91-120-421-3606
Fax No. 0120-4329045
Email- mazharwahab@bhel.in

पंजीकृत कार्यालय
बीएचईएल हाउस
सीरी फोर्ट
नयी दिल्ली - ११० ०४९
भारत

Registered Office :
BHEL House,
Siri Fort,
New Delhi-110049
INDIA

Price Format for AMC for IT equipment and onsite manpower support for BHEL-PEM Noida for a period two years

Bidder Name:-									
S.No	Item	Model Number/ specification	HSN/SAC Code	Total Quantity	% Contribution of Quantity w.r.t. total price	Unit Quarterly charge for maintenance excluding taxes [Rs.]	Total quarterly charge for maintenance excluding taxes [Rs.]	Tax of GST (UGST, GST & UGST) @18% [Rs.]	Total maintenance charge for two years (8 quarters) excluding taxes [Rs.]
		A	C	D	E	F	G	H	I
1	Desktop	LENOVO THINKCENTRE M91P	9987	317	63.79	0.63785*X/317	0.63785*X	% to be quoted	Derived
2	Laptop	LENOVO THINKPAD W520	9987	37	3.66	0.03658*X/37	0.03658*X	% to be quoted	Derived
3	Laserjet Printer - A4 Color Low end	HP Laserjet CP2025dn	9987	17	4.44	0.04440*X/17	0.04440*X	% to be quoted	Derived
4	Laserjet Printer - A4 Color Low end	HP Laserjet Pro 400 Color	9987	15	4.15	0.04146*X/15	0.04146*X	% to be quoted	Derived
5	Scanner A3 Color High End	Fujitsu fi 6770	9987	11	10.19	0.10185*X/11	0.10185*X	% to be quoted	Derived
6	Laserjet Printer A3 Mono	HP Laserjet 9040dn Printer	9987	8	13.23	0.13229*X/8	0.13229*X	% to be quoted	Derived
7	MFS - A4 Color	HP CM2320n	9987	2	0.55	0.00554*X/2	0.00554*X	% to be quoted	Derived
8	Total						X (to be quoted)		Derived

Notes:

- 1 Evaluation will be done on Total Value at sl no.8 column-1.
- 2 Quantity variation to be +/- 10%.
- 3 Goods and Service Tax(GST) (CGST,SGST,UGST, IGST) will be payable extra at per actual.
- 4 Bidder has to quote only Total Value 'X'. Based on this price, unit & Total quarterly charge for maintenance shall be derived for all items as per formula indicated above.



SUBMISSION OF OFFER FOR AMC FOR IT EQUIPMENT & ONSITE MANPOWER SUPPORT SERVICES

Dated:- 11/11/2019

From:

M/s -----

To

DGM(CMM)/ Dy. Manager-CMM/ Dy. Manager- (DTG)

**Bharat Heavy Electricals Limited
Power Sector- Project Engineering Management
PPEI Building, HRDI & ESI Complex
Plot No. 25. Sector-16A
NOIDA – 201301, Uttar Pradesh.**

Subject: -Tender in response to your invitation for “AMC for IT EQUIPMENT & ONSITE MANPOWER SUPPORT SERVICES FOR BHEL PEM NOIDA FOR A PERIOD OF 2 YEARS”.

Dear Sir,

We hereby submit our techno commercial offer (two bid system) in full compliance with the terms and conditions of the tender enquiry at <https://bhel.abcprocure.com/> We offer you the most competitive rate for these Items/ services. Our offer shall remain valid for acceptance for a period of 6 months from tender due date.

(Signature of Tenderer with Rubber Stamp)

Full Name: -----

Designation: -----

Note: The contract has provision that the maintenance contract can be terminated at any time after giving one-month notice during the contract period.



TENDER DOCUMENT

FOR
“AMC for I T EQUIPMENT & ONSITE MANPOWER SUPPORT
SERVICES FOR BHEL PEM NOIDA FOR A PERIOD OF 2 YEARS

Tender Ref. No. :PE-LPE/439
Dated : 11/11/2019

Last Submission date of tender enquiry: - 26/11/2019 1400 hrs
Due date for opening of bid on : - 26/11/2019 1430 hrs

Contact Persons:

1. Mr. I.P. Singh, DGM-CMM
E-mail: indra.pal.singh@bhel.in
Telephone: 0120-436-8749
2. Mr. Md Mazhar Wahab, Dy. Manager (CMM)
E-mail: mazharwahab@bhel.in
Telephone: 0120-421-3606
3. Mr. RAVI KANT (DTG)
E-mail: rkant@bhel.in
Telephone: 0120-436-8776

Address: Bharat Heavy Electricals Ltd.
Project Engineering Management
PPEI Building, HRDI & ESI Complex
Plot No. 25, Sector 16A
NOIDA – 201 301. Uttar Pradesh (INDIA).

Last date of Submission:26/11/2019, 02:00PM

Subject: -Tender in response to your invitation for “IT EQUIPMENT & ONSITE MANPOWER SUPPORT SERVICES FOR BHEL PEM NOIDA FOR A PERIOD OF 2 YEARS”

Dear Sirs,

We are pleased to invite your tenders, through e procurement system for the subject service. The terms & conditions of the tender are mentioned below:-



INSTRUCTIONS TO BIDDERS

1.0 INTRODUCTION

M/s **Bharat Heavy Electricals Limited** (A Govt. of India Undertaking) incorporated under the Companies Act 1956 acting through its **Projects Engineering Management Division (PEM)**, PPEI Building, HRDI & ESI Complex, Plot No. 25, Sector 16A, NOIDA – 201 301 (hereinafter referred to as “**Purchaser**”, which expression shall include its successors and assigns), invites offers for the requirements as detailed in the Enquiry letter and other tender documents.

2.0 TENDERER TO INFORM HIMSELF FULLY

- 2.1 The tenderer shall closely peruse all the clauses, specifications and drawings etc., indicated in the tender documents, before quoting. Should the tenderer have any doubt about the meaning of any portion of the tender specifications or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarifications on any of the technical aspect, scope of work etc. he shall at once contact the official inviting the tenders, for clarifications, before submission of the tender.
- 2.2 Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. The specifications and terms and conditions shall be deemed to have been accepted unless otherwise specifically commented upon by the tenderer in his offer. Non-compliance with any of the requirements and instructions of the Tender Enquiry may result in the rejection of the tender.
- 2.3 Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection. All overwriting / cutting etc. will be numbered by bid opening officials and announced during bid opening.

3.0 PROCEDURE FOR SUBMISSION & OPENING OF TENDERS

- 3.1 Tenders shall be accepted in 2 parts [Techno-commercial bid & Price bid] on or before the due date as indicated in the Enquiry letter, by 1400 hrs through e-procurement portal [https:// bhel.abcpocure.com](https://bhel.abcpocure.com).



Contact person in case of problem in uploading the tender:

Name	Contact No	E-mail
1. Helpdeskno+91-79-68136809/872/823/871,		bhel.support@abcprocure.com
2. Mr Ankur Bhatt, +91(79)68136809,		ankur.bhatt@eptl.in
3. Mr Devendra Rajpurohit +91(79)68136871		devendra.r@eptl.in

3.2 PART-I: TECHNO-COMMERCIAL BID

Containing Technical offer, Technical PQR, Financial PQR, Commercial Terms & Conditions and Un-priced Copy of the Price Bid. The un-priced copy of the Price bid shall be the same as the Price bid but without the Prices, with all the quoted Prices/values (wherever applicable) being replaced with the word "QUOTED" or "Q".

Bidder should sign and stamp each page of all the documents enclosed with the enquiry as a token of acceptance of BHEL's terms and conditions.

3.3 PART-II: PRICE BID*

Containing PRICES only (to be furnished in the enclosed Price format only).
Prices shall be quoted in Indian Rupees only.

Price Bid should not contain any technical details and/or Commercial Terms & Conditions. Any technical details and/or Commercial Terms & Conditions, if found in this part, shall be ignored as the same are supposed to be contained in PART-I only so that the same can be evaluated before opening of Price Bid(s).

3.4 Evaluation shall be done on total maintenance charge for two years (8 quarters) excluding taxes, however there is % Contribution of Quantity w.r.t. total price against BOQ quantity of each item which shall be used for arriving at price break up. Bidders need to give only their total quarterly charge for maintenance excluding taxes (X) for given BOQ at the specific cells that has been kept opened in the price schedule available in the e-procurement portal (i.e. sl. no. 8 column G for Annexure I. Price mentioned anywhere else in BOQ shall not be taken in cognizance.

3.5 Rest of the prices shall be derived by BHEL in line with Contribution of Quantity w.r.t. total price for each item. There is formula applied in price schedule form available in e-procurement portal. As soon as bidder fills the cells for total quarterly charge for maintenance excluding taxes (X), GST percentage, rest values for e.g. Unit Quarterly charge for maintenance excluding taxes – item wise, Total Quarterly charge for maintenance excluding taxes– item wise, Total maintenance charge for two years (8 quarters) excluding taxes– item wise will be derived. Bidders can also validate and cross check the same by using Check Formula button.

3.6 For better clarity to the bidders where value is to be filled is noted as "to be quoted" and for other columns it will be noted as "derived" which denotes shall be derived by BHEL as per allocation fixed against each item.

3.7 HSN/SAC Code has been mentioned in Price Schedule.



4.0 BID OPENING

4.1 The offer may be opened on the due date and time as specified in the Enquiry Letter.

5.0 VALIDITY OF OFFER

Offer shall be kept **valid for 6 months** from the due date, for Purchaser's acceptance.

6.0 No correspondence shall be entertained from the tenderers after the opening of Price bid(s).

7.0 Unsolicited tenders shall not be entertained. Unsolicited revised Price Bids also, shall not be entertained at any stage of the tendering process.

8.0 Purchaser reserves the right to negotiate the tender, if the quoted rates/terms are found in the unacceptable range or unreasonable.

9.0 LANGUAGE & CORRECTIONS

9.1 The tenderer shall quote the rates in English/Hindi language and international numerals only. The metric system of units shall be used, for the purpose of tender.

9.2 All entries in the tender shall either be typed or written legibly in ink. Erasurement and over-writings are not permitted and may render such tenders liable for rejection. However, all cancellations, corrections and insertions shall be duly attested by the tenderer.

10.0 Standard pre-printed conditions of the tenderer attached to the offer will not be accepted and only those mentioned in the body of his offer will be considered.

11.0 Taxes and duties payable should be indicated separately, otherwise it will be presumed that the prices quoted are inclusive of all taxes & duties, if any and the Purchaser in such cases shall not pay any tax & duties.

12.0 Mark or Patent No., if any, should be specified.

13.0 The acceptance of tender will rest with the purchaser and does not bind him to accept the lowest or any other tender and reserves to itself full rights for the following without assigning any reasons, whatsoever:

13.1 to reject any or all the tenders.

13.2 to split up the work amongst two or more tenderers.

13.3 to award the work in part



14.0 DELIVERY/AMC PERIOD: AMC shall be start from the date of work order.

15.0 SALES CONDITIONS

With tenderer's acceptance of the terms and conditions, it will be deemed that he has waived and confirmed as cancelled any of his general sales conditions attached with the offer.

16.0 TENDER EVALUATION

L1 will be evaluated on the basis of Total maintenance charge for two years (8 quarters) excluding taxes [at sl no.8 column I] as per enclosed price format of Annex-I. Non-compliance with any of the requirements and instructions of the Tender Enquiry may result in the rejection of the tender.

17.0 PRICE DISCREPANCY

17.1.1 Totals/Gross Total of Prices should be indicated both in words as well as in figures.

17.1.2 If there is a discrepancy between unit price, total price quoted in words and figures, the Arithmetical errors will be rectified on the following basis.

(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 upto 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.

17.1.3 If the Prices/Rates of one or more of the enquired items have not been quoted the offer is liable to be rejected. However, if the offer is considered, the same shall be loaded with the highest Prices/Rates available in the other bids received against the same Enquiry.



17.1.4 Though, higher warranty/configuration/rating will be acceptable, than what is required as per tender specifications, no weightage or preference will be given for the same.

18.0 For this procurement, Public Procurement (Preference to Make in India), order 2017 dated 15.06.2017 & 28.05.2018 and subsequent orders issued by the respective Nodal ministry shall be applicable even if issued after issue of this NIT

but before finalization of contract/PO/WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable.

19.0 BANNED FIRMS

The offers of the bidders who are on the banned list as also offer of the bidder who engage the service of banned firms, shall be rejected. The list of banned firms can be found on website www.bhel.com.

19.0 CHANGE OF PRICE BIDS

The bidder to note that in case there is no change in technical specification or commercial terms, the bidder is not allowed to change his price bid within validity of his period.

20.0 CLARIFICATIONS ABOUT TENDER

All corrigenda, addenda, amendments, time extensions clarifications etc.to the tender shall be hosted on BHEL websites (www.bhel.com , www.bhelpem.com, CPP Portal) only. Bidder should regularly visit websites to keep updated. Bidder to provide cancelled cheque & EFT details (in the format attached with the tender documents).



COMMERCIAL TERMS AND CONDITIONS

- 1.0 **GENERAL**: The words incorporating singular shall include plural and vice-versa, in the words importing masculine gender shall include feminine and vice-versa and the words importing persons shall include bodies; corporate, limited liability companies, partnership and other legal entities.
- 2.0 **BANK CHARGES**: Unless otherwise specified, the Bank charges, if any, shall be to the account of Seller/Contractor.
- 3.0 **PRICES**: Prices shall remain FIRM without any variation till completion of the contract.
- 4.0 **QUALITY**: All Systems/goods/support services supplied/rendered shall be brand new and conform to the contract technical specifications and/or be strictly in accordance with approved samples/drawings. Where there is no specifications, sample or drawings, Systems/goods/services shall be of the best quality.
- 5.0 **CHANGE OF ORDER**: No changes to this order/contract are permitted unless authorised in writing and signed by competent authority of this office.
- 6.0 **PACKING AND MARKING**: Seller/Contractor shall arrange for sound packing and marking the goods to avoid any loss or damage during transit.
- 7.0 **LOCATION**: Complete Systems/goods/AMC services will be provide to DH (PEM-DTG), PPEI Building, HRDI&ESI Complex, Plot No. 25, Sector 16A, NOIDA – 201 301, who will co-ordinate the installation and commissioning activities.
- 8.0 **Payment Terms**: Quarterly payment against GST compliant invoice after the completion of quarter after adjusting penalties/deduction based on certificate of DTG as laid down at sl no.6 in technical specification no.PE888S-1901 Rev.00
- 9.0 **MODE OF PAYMENT** : Payment will be made by way of Electronic Fund Transfer.
- 10.0 **INTEREST**: No interest, whatsoever, shall be payable by the purchaser on any amount due to the Seller/Contractor by the purchaser.
- 11.0 **DELIVERY**: AMC services start from the date of work order.
- 12.0 **INDEMNITY**: Seller/Contractor shall fully indemnify and keep indemnified the Purchaser against all claims, viz.
 - a) which may be made in respect of the use of System/Item(s)/services supplied/rendered by the Seller/Contractor, for infringement of any rights protected by patent, registration of designs or trademarks.



- b) any other claims of whatsoever nature arising during the course and out of the execution of this Order/Contract

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

13.0 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 finalised during the course of execution of the order/contract. Non-disclosure agreement has to be signed by the responsible person from seller/contractor for the entire contract period.

14.0 LIQUIDATED DAMAGES: The parties hereto agree that timely delivery is the essence of the order/contract. If the Seller/Contractor fails to start the AMC services & Manpower support in 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 or part thereof shall be levied on the value of AMC 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. Further, in addition of above LD clause penalty shall be applicable for downtime of equipment & manpower as per technical specification no.PE888S-1901 Rev.00

15.0 FORCE MAJEURE: Seller/Contractor shall not be responsible for delay in delivery resulting from acts/events beyond his control provided notice of the happening of any such act/event is given by the Seller/Contractor to the purchaser within 15 days from the date of its occurrence. Such acts/events shall include but not be limited to acts of God, war, floods, earthquakes, strikes, lockouts, epidemics, riots, fire or Governmental regulations superimposed after the date of order/contract.

16.0 TERMINATION OF THE ORDER/CONTRACT

16.1 The purchaser 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.



16.2 Purchaser 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.

17.0 PATENTS & TRADEMARKS : Seller/Contractor shall at all times indemnify the Purchaser against all claims which may be made in respect of the

Systems/goods/Software supplied by the Seller/Contractor, for infringement of any right protected by patent, registration of designs or trademarks and legality of usage of Software. In the event of any such claims being made against the

Purchaser, Purchaser will inform the Seller/Contractor who shall at his own cost either settle any such dispute or conduct any litigation that may arise there from.

18.0 SUB-CONTRACTING: Order/contract or any part thereof shall not be sub-contracted, assigned or otherwise transferred without prior written consent of the purchaser.

19.0 SETTLEMENT OF DISPUTES

19.1 DISPUTE RESOLUTION THROUGH BHEL CONCILIATION SCHEME 2018

BHEL has framed the 'Conciliation Scheme 2018' shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996. The conventional methods of dispute resolution are often time consuming and costly.

A copy of the said scheme made available on BHEL web site [http://www.bhel.com/pdf/Brief Procedure under BHEL Conciliation Scheme%202018.pdf](http://www.bhel.com/pdf/Brief_Procedure_under_BHEL_Conciliation_Scheme%202018.pdf) .

19.2 Except as otherwise specifically provided in the Order/Contract, all disputes concerning questions of the facts arising under the Order/Contract, shall be decided by the purchaser, subject to written appeal by the Seller/Contractor to the purchaser, whose decision shall be final to the parties hereto.

19.3 Any disputes or differences shall be to the extent possible settled amicably between the parties hereto, failing which the disputed issues shall be settled through arbitration.

19.4 However, the Seller/Contractor shall continue to perform the Order/Contract, pending settlement of dispute(s).

20.0 ARBITRATION

In the event of any dispute or difference arising out of the execution of the order/contract or the respective rights and liabilities of the parties, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of the Purchaser.



Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration

proceedings under this clause. The venue of arbitration shall be NCR Region, India.

- 21.0 LAWS GOVERNING THE CONTRACT:** The Order/Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.
- 22.0 JURISDICTION OF COURT:** The jurisdiction to decide any disputes in the Contract shall be at New Delhi under any circumstances.
- 23.0 SUBMISSION OF INVOICE :** GST Compliance Invoices shall be submitted in triplicate to DTG Department, BHEL-PEM, PPEI Building, HRDI & ESI Complex, Plot No. 25, Sector 16A, NOIDA – 201 301.
- 24.0 ACCEPTANCE:** Letter of Seller/Contractor's acceptance of the LOI/Order/Contract shall be sent to CMM DEPARTMENT, BHEL-PEM, PPEI BUILDING, HRDI & ESI COMPLEX, PLOT NO. 25, SECTOR 16A, NOIDA – 201 301, within ten days from the date of LOI/Order/Contract. Purchaser shall reserve the right to cancel the LOI/Order/Contract in case the letter of acceptance is not received within ten days. Purchaser will not be responsible for any postal delays.
- 25.0 RECOVERY OF OUTSTANDING AMOUNT:** In the event of any amount of money being outstanding at any point in time against the Seller/Contractor, due to excess payment or any other reason, whatsoever, in the present order/contract or any other order/contract, the outstanding amount shall be recovered from the payments due to the Seller/Contractor or at any other appropriate time and manner/mode as deemed fit by the Purchaser at its sole discretion.
- 26.0** Extant regulations of Govt. of India will be applicable. Law of land will supersede any condition given in tender enquiry, in case of any contradiction.
- 27.0 EARNEST MONEY DEPOSIT (EMD):** Every tenderer has to submit EMD of Rs. 57,000/- for the above job/Service in the following form: -.

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

Bank details are as under:

BANK NAME	BANK ACCOUNT NO	IFSC	Address
HDFC Bank	00030350015809	HDFC0000003	IST,FLOOR KAILASH BUILDING 26 K G MARG NEW DELHI 110001



- b) Banker's cheque/ Pay order/Demand draft in favour of BHEL (along with offer).
- c) Fixed Deposit Receipt(FDR) 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).

28.0 Forfeiture of EMD

- a) Withdrawal of bid or increase in rates or change in bid conditions after opening of the tender (Part 1 Bid).
- b) Refusal to enter into a contract after the award of contract.
- c) If operations of the contract are not commenced from the date indicated in the award of contract.
- d) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ LOA/ Contract.

28.1 EMD shall not carry any interest.

28.2 EMD of successful tenderer will be retained as part of Security Deposit.

29.0 SECURITY DEPOSIT: - Security Deposit of 5% of the contract value may be accepted in the following forms: -

- i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- ii) 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).
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats.
- iv) 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).

29.1 The successful bidder shall be required to furnish a Security Deposit of 5% of total value of contract. 50% of Security Deposit amount, including EMD, will have to be furnished through demand draft / banker's cheque



in favour of BHEL payable at New Delhi. before start of the contract and balance 50% will be recovered from the bills. The Security Deposit shall not carry any interest and will be refunded to the contractor on successful completion of the contract and settlement of recovery of dues, if any, to BHEL/PEM to cover the due performance of Order. Contract and to fulfil the guarantee conditions stipulated in the Order/Contract. Validity of the Security deposit shall be for the entire Guarantee period stipulated in the contract.

30.0 GENERAL

- a. Goods and Service Tax(GST) (CGST, SGST, UGST, IGST) will be payable extra at per actual.
- b. Vendor/ contractor declaring such invoice in GSTR-1/GST-ANX-1 as per the relevant Act.
- c. The tax component charged by the vendor in the invoice should be matched with the details uploaded by vendor in GSTR-1/GST-ANX-2.
- d. Confirmation of payment of GST thereon by vendor on GSTN portal. In case, any GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry to timeline prescribed in the relevant Act for availing such ITC, or any other reasons not attributable to BHEL, tax amount shall be recoverable from the vendor/contractor along with interest levied/leviable on BHEL.
- e) Details for raising invoice: -

Company Name: Bharat Heavy Electricals Ltd
Company Address: BHEL / PS-PEM, Plot no-25, Sector-16A,
Noida-201301. Uttar Pradesh.
GSTIN: 09AAACB4146P2ZC
State: Uttar Pradesh State Code: 09



Details of Party

S. N.	Description	Details
1	Name of the Party	
2	Address of the party	
3	Contact Person's Name	
4	Cell No. of Contact Person	
5	Land Line No./mobile no	
6	FAX No.	
7	E-mail ID of the Party	
8	PAN No.	
9	GST No.	



BIDDER COMPANY LETTER HEAD
No Deviation Certificate

(To be submitted along with Bid)

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of the above tender. We confirm that the offer submitted is confirming to all the terms and conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender.

Or

We hereby accept all terms and conditions of the above tender except the following:

- 1.
- 2.
- 3.
- 4.

A handwritten signature in black ink is located in the bottom right corner of the page, overlapping the 'Seal and Signature of Bidder' text.



BIDDER COMPANY LETTER HEAD

DECLARATION CERTIFICATE

I / We do hereby declare that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner. Also I/We have not been suspended / delisted / blacklisted by any other Govt. Ministry / Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication. I / We have enclosed the following documents with the tender document in technical bid. :-

1. **Complete tender in all respects duly signed & stamped** on each and every page by the authorized signatory of the bidder as a token of acceptance of all the terms and conditions of tender.
2. **Copy of PAN card.**
3. **EMD Money.**
4. **Cancelled cheque copy**
5. Three years duly signed and stamped by auditors and directors/owner i.e. **Balance Sheet, Profit & Loss Account, Schedule/Notes to Accounts, Auditor Report and/or Income Tax Traces report**



Check List for bidder

S. N.	Required Document	If Submitted then Tick (√)
1	Complete tender in all respects duly signed & stamped on each and every page by the authorized signatory of the bidder as a token of acceptance of all the terms and conditions of tender.	
2	Copy of GST registration.	
3	Copy of PAN card.	
4	EMD (DD/Pay Order)	
5	CANCELLED CHEQUE	
6	No Deviation certificate	
7	Declaration Certificate	
8	Un price Bid [quoted with "Q"]	
9	3 years duly signed and stamped by auditors and directors/owner i.e. Balance Sheet, Profit & Loss Account, Schedule/Notes to Accounts, Auditor Report and/or Income Tax Traces report	

BHARAT HEAVY ELECTRICALS LIMITED



**TECHNICAL SPECIFICATIONS
FOR
"AMC for IT Equipment and onsite manpower support for
BHEL-PEM, Noida"**

SPECIFICATION NUMBER: PE888S-1901 REV.00

**PROJECT ENGINEERING MANAGEMENT DIVISION
PPEI BUILDING, HRDI & ESI COMPLEX
PLOT NO. 25, SECTOR 16A
NOIDA - 201 301 (U.P.)**

Handwritten mark

**TECHNICAL SPECIFICATIONS FOR "AMC for IT Equipment and onsite
manpower support for BHEL-PEM, Noida"
SPECIFICATION NUMBER: PE888S-1901 REV. 00**

1.0 SCOPE

The scope of Bidder includes: -

- a) Providing comprehensive maintenance services for the PCs, Notebooks, Printers, MFS and Scanners, as specified in clause 5 for a period of **two years**. Maintenance service shall cover services, repairs and replacements necessary to keep the equipment in good working order on reasonable use of the equipment. Periodic maintenance, wherever required, should be carried out to keep the equipment in good working conditions.
- b) Posting of **two** qualified resident engineer at BHEL-PEM as per clause number 2.1
- c) Maintenance of sufficient spares at BHEL-PEM as per clause number 3.0
- d) One-time replacement of Fuser assembly kit for all A3 printers.
- e) One-time Replacement of 16 fuser assembly kits for A4 Printers.

2.0 SUPPORT

2.1 On-Site Engineer:

- a) The Bidder shall post two qualified, trained and certified engineer from start of contract till the expiry of contract with proven experience of at least 4 years on maintenance of IT items. The resident engineer posted shall be at least a 3 years diploma holder in electronics/computers/hardware and shall have sufficient experience to provide support for desktop, notebook, printers and scanner.
- b) The bio data of personnel that would be deployed onsite shall be submitted to BHEL for review and acceptance. This shall be done even when any changes will be made in the deployment. In case the performance of any of the deployed personnel is not found to be satisfactory by BHEL, replacement shall be provided by the Bidder within 2 weeks.
- c) One month prior notice should be given before changing onsite engineer. In case of changing, a new support engineer shall be made available atleast 10 days prior to changing the existing support engineer. Full knowledge transfer shall be done by the existing support engineer to the new support engineer during the 10 days.

- d) The engineer shall be dedicatedly available at PEM normally from 8.45 AM to 5.45 PM on BHEL working days (Sunday and second and last Saturdays are holidays). If the engineers come late or go early then pro-rata deduction shall be made as per clause number 6.0.
- e) The engineers shall also provide software (drivers etc) and diagnostic support for IT items (like desktops etc.) other than those for which AMC is being sought.
- f) Call logging (managing Fault Tickets), call escalation, tracking and closure shall be the responsibility of the resident engineers.
- g) The resident engineer is also required to coordinate with facility management team for all technical work and liable to work on holidays and Saturday/Sunday (if services are required under emergency) also. No additional amount for working on holidays or late sitting shall be paid.
- h) The scope of responsibility of the engineers, apart from Hardware maintenance, repair, and replacement of faulty parts shall include but is not limited to the clause number 2.2, 2.3 and 2.4.

2.2 Desktop and Notebook Support Services

- a) Install / Support / maintain / Troubleshoot various system hardware and software.
- b) Problem diagnosis, rectification and maintenance of desktop and notebook to ensure the availability. Maintenance services shall consist of corrective (breakdown) maintenance of the computer systems on-site and will include hardware (including all parts thereof), operating system and Virus Cleaning etc. Hardware maintenance will also include supply and replacement of defective parts by the contractor. In case any item is to be taken to Bidder's premises for rectification then the to and fro movement of equipment shall be arranged by Bidder at no extra cost.
- c) Installation, reconfiguration, reinstallation and upgrade of Windows operating environment as well as standard office productivity suites like Microsoft Office using software provided by BHEL.
- d) Service will also cover loading, rectifying problems, reloading etc. of Operating systems and User software like MS Office, Anti-virus, Adobe acrobat, Intranet / Internet browsing etc., in use in BHEL or as required by user and provided by BHEL.
- e) Service for installing add-ons & upgrades to the equipment as and when ordered separately.
- f) In case of any machine getting shifted from one user to other, the data transfer, dismantling and assembling of machine will be done under service.
- g) To configure the printer and resolving all printing problems of users.

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- h) To troubleshoot the network related issues of desktop/server.

2.3 Printer and scanner support Services

- a) Printer configuration and installation / upgrade of printer drivers, FAX server, Adobe Print Driver on user PC.
- b) Management of Printer software and hardware maintenance of printers.
- c) Scanner configuration and installation / upgrade of scanner drivers.
- d) Management of scanner software and hardware maintenance of scanners.

2.4 Desktop Management

- a) Installation and configuration of the e-mail client software Microsoft Outlook / Outlook Express / Netscape Messenger etc.
- b) Configuration of connectivity between client desktop and POP3 servers as well as set up of local mail databases and their synchronization / replication with servers.
- c) Problems like LAN not working, users LAN node not working will be attended by service engineer. Replacement of IO point of LAN is not covered under the scope of service.
- d) Making of LAN cables for Networking, equipment for this shall be provided by BHEL. Service Engineer must have knowledge to make cable.
- e) Any other related activity which may not be covered here, but is essential for operation of user services and does not have any financial or resource obligation on part of Bidder.
- f) Support after office hours and on holidays, whenever required and as per scope

3.0 Availability of Spares:

The following items shall be made available as spares as per the items list at BHEL-PEM, Noida location.

S.No.	Name of Item	Spare quantities to be maintained
1	RAM (2/4 GB)	5
2	LED Monitors (19")	2
3	PC HDDs (320/500 GB)	6
4	Power Supplies	5
5	Keyboards	5
6	Mouse	5
7	PC motherboard	8

4.0 Stand-by Equipment

- a) In case, the equipment failure cannot be rectified through repair / replacement of defective parts, bidder will provide a stand-by equipment to minimize work disruption on account of hardware failure.
- b) If standby is provided for the equipment, then the original equipment should be repaired and reconfigured within 15 days. If the equipment is not getting repaired for prolonged period, BHEL reserves the right to get it repaired from an outside party at the risk and cost of bidder.

5.0 Detail of Hardware for which AMC is required

S.No.	Item	Specification, make and model	Quantity
1	Desktop	Make & Model: LENOVO THINKCENTER M91P Processor: Core-i5-670 (3.46GHz, 4MB L3 cache) or higher RAM: 6GB or higher Dual Channel DDR3 SDRAM @ 1066 MHZ expandable to 12 GB or higher HDD: 320 GB SATA or higher 7200 rpm with Pre Failure Alert Monitor: 19" TFT (OEM make) with Aspect ratio 5:4 and min. resolution of 1280*1024 TCO 05 compliant. Keyboard: Minimum 104 keys (Same make as PC) Mouse: 2/3 Button Optical Scroll Mouse	317
2	Notebook	Make & Model: LENOVO THINKPAD W520 Processor: Intel® Core™ i7 Processor 620M (2.66GHz) or higher Memory: 8 GB DDR3 @1066MHz RAM with 2 DIMM Slots HDD: 320GB SATA or higher with Hard Disk protection system Screen: 15.4"/15.6" WSXGA color LED display, anti glare	37
2	Laserjet Printer - A4 Color Low End	Make & Model: HP Laserjet CP2025dn Print Speed: 20ppm (A4, normal) or Higher Print Resolution: 600 x 600 dpi or higher RAM: 128 MB or higher	17

3	Laserjet Printer - A4 Color Low End	Make & Model: HP LaserJet Pro 400 Color Print Speed: 20ppm (A4, normal) or Higher Print Resolution: 600 x 600 dpi or higher RAM: 128 MB or higher	15
4	Scanner - A3 Color High End	Make & Model: Fujitsu fi 6770 ADF Capacity: 200 pages or higher Optical resolution: 600 dpi or higher Output Resolution: 600 dpi or higher (color, grayscale, binary) Scanning Speed at 200 DPI (Color, Portrait): 40 ppm (80 ipm in duplex) or higher Scanning Speed at 200 DPI (B&W, Portrait): 50 ppm (100 ipm in duplex) or higher	11
5	Laserjet Printer A3 Mono	Make & Model: HP LaserJet 9040dn Printer Print Speed: 40 ppm (A4, normal), 20 ppm (A3, normal) or higher Print Resolution: 600 x 600 dpi or higher RAM: 128 MB or higher	12
6	MFS - A4 Color	Make & model: HP CM2320n + 128MB RAM Functionality: Print, Copy and Scan Print and Copy Speed: 20 ppm Mono & Color or higher Connectivity: Ethernet LAN, USB Print Resolution: 600 x 600 dpi Media Size: A4, A5, letter, executive, legal Paper Trays: One (1) or more Scan Technology: CCD Scanner, 1200 x 1200 dpi optical resolution RAM: 256 MB Duty Cycle: 40000 pages per month Print Language Support: PCL 5e, PCL 6, PostScript level 3 emulation	2

6.0 Downtime Calculations

Service window for equipment is as follows:

S.No.	Item	Service window
1	Desktops, Notebooks, printers, MFS and scanners	8 hours per working day

The downtime calculation shall be based on 8 hours per working day for Desktop, notebook, printers, and scanners.

The deduction shall be as follows:

S.No	Downtime	Deduction
1	Upto 8 working hours for PC and Notebook Upto 16 working hours for Printer and Scanner	Zero
2	Beyond 8 working hours without standby for PC and Notebook Beyond 16 working hours without standby for Printer and Scanner	Rs. 500 per 8 hours
3	On site Engineers Absence	Rs.1000 per absence per engineer

Note:

- Initial 8 hours after call logging will not attract any deduction for PC and Notebook
- Initial 16 hours after call logging will not attract any deduction for Printer and Scanner
- Total deduction shall be limited to maximum monthly AMC charges of all the items put together as per contract for that month.

Example for deduction for Hardware items:

S.No.	Downtime	Deduction (PC and Notebook)	Deduction (Printer and scanner)
1	8 hours	0	0
2	15 hours	$(15-8)/8*500=Rs\ 438$	0
3	29 hours	$(29-8)/8*500=Rs\ 1313$	$(29-16)/8*500=Rs\ 813$

Example for deduction for manpower absence:

S.No.	Manpower absence	Deduction
1	One Engineer is absent for one day	Rs 1000
2	Two Engineer is absent for One day	Rs 2000
3	One Engineer comes at 9:00 AM and leaves at 5:45	$15/(9*60)*1000=Rs\ 28$
4	Both engineer come at 9:00 AM and leave at 5:30	$(2*(15+15))/(9*60)*1000=Rs\ 111$

If the services of the Bidder are not found satisfactory then after giving 3 notices, BHEL reserves the right to terminate the contract and forfeiture of the Bank Guarantee / Security Deposit.

7.0 Other terms and Conditions

BHEL reserves the right to terminate the contract at anytime after giving one-month notice during the contract period.





TECHNICAL PQR

Bidder should fulfil the following qualification criteria. Bids from any bidder not meeting these qualification criteria shall not be considered for final evaluation.

- The bidder should have at least one technical support office in Delhi / NCR. Bidder needs to submit proof for the same.
- The bidder must have successfully executed at least one order of AMC of IT equipment such as Desktop, Notebook, Printer, Scanner etc. (Desktop is must), value of which must be at least 23 lakhs, during last seven years ending last day of the month previous to the month of tender publication. Completion certificate and PO copies along with the full address, telephone numbers and fax numbers of the customers including value is to be submitted as proof.

Or

The bidder must have successfully executed at least two orders of AMC of IT equipment such as Desktop, Notebook, Printer, Scanner etc. (Desktop is must), value of which must be at least 14.5 lakhs, during last seven years ending last day of the month previous to the month of tender publication. Completion certificate and PO copies along with the full address, telephone numbers and fax numbers of the customers including value is to be submitted as proof.

Or

The bidder must have successfully executed at least three orders of AMC of IT equipment such as Desktop, Notebook, Printer, Scanner etc. (Desktop is must), value of which must be at least 11.5 lakhs, during last seven years ending last day of the month previous to the month of tender publication. Completion certificate and PO copies along with the full address, telephone numbers and fax numbers of the customers including value is to be submitted as proof.

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FINANCIAL PQR

AMC FOR IT EQUIPMENT & ONSITE MANPOWER SUPPORT SERVICES

"Average annual financial turnover during the last 3 years - ending 31st March 2019 should not be less than Rs.8,50,000 Lakhs (Rupees Eight Lakh Fifty Thousand Only).

The bidder shall provide the complete set of accounts for last 3 years (2016-17,2017-18 & 2018-19) duly signed and stamped by auditors and directors/owner -

Balance Sheet, Profit & Loss Account, Schedule/Notes to Accounts, Auditor Report and/or Income Tax Traces report for evaluation."

(13) N. S. S. S.
08/11/15