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# NOTICE INVITING TENDER

(Document No PS:MSX:NIT)

Bharat Heavy Electricals Limited



Ref:

Date: 05/10/2017

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**NOTICE INVITING E-TENDER (NIT)**  
**BIDDER TO SUBMIT OFFERS ON PORTAL**  
<https://bheleps.buyjunction.in>

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To

Dear Sir/Madam

**Sub : NOTICE INVITING E-TENDER**

Sealed offers in two part bid system are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-I) for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

**1. Salient Features of NIT**

SL NO	ISSUE	DESCRIPTION
i	TENDER NUMBER	<b>BHEL/NR/SCT/IT-MAINT/AMC/1075</b>
ii	Broad Scope of job	<b>Annual Maintenance Contract for IT Facility Management Services for two years for BHEL PSNR</b>
iii	<b>DETAILS OF TENDER DOCUMENT</b>	
a	Volume-IA	<i>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc</i> <span style="float: right;">Applicable</span>
b	Volume-IB	<i>Special Conditions of Contract (SCC)</i> <span style="float: right;">Applicable</span>
c	Volume-IC	<i>General Conditions of Contract (GCC)</i> <span style="float: right;">Applicable</span>
d	Volume-ID	<i>Forms and Procedures</i> <span style="float: right;">Applicable</span>
e	Volume-II	<i>Price Schedule (Absolute value).</i> <span style="float: right;">Applicable</span>
iv	Issue of Tender Documents	From BHEL website ( <a href="http://www.bhel.com">www.bhel.com</a> ) and <a href="https://bheleps.buyjunction.in">https://bheleps.buyjunction.in</a> Tender documents will be available at website till due date of submission <span style="float: right;">Applicable</span>
v	DUE DATE & TIME OF OFFER SUBMISSION	<b>Date : 16/10/2017 , Time : 15.00 HRS</b> <b>Place : on <a href="https://bheleps.buyjunction.in">https://bheleps.buyjunction.in</a></b> <span style="float: right;">Applicable</span>
vi	OPENING OF TENDER	<b>At due date / time</b> <b>Date : 16/10/2017, Time : 15.30 HRS</b> Notes: (1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day. (2) Bidder may depute representative to witness the opening of tender. <b>However it being an e-tender it</b> <span style="float: right;">Applicable</span>

		<b>shall be opened online</b>	
vii	<b>EMD AMOUNT</b>	Rs. 45,400/-.	Applicable
viii	<b>COST OF TENDER</b>	Rs 2000/-.	Applicable
ix	<b>LAST DATE FOR SEEKING CLARIFICATION</b>	<p><b>Five days before bid submission due date.</b>  Along with soft version also, addressing to contact address given below</p> <p>1) Ms Susmita Basu  SDGM /SCT  Power Sector Northern Region  Plot No. 25, Sector-16A, Distt. Gautam  Budh Nagar, NOIDA-201301(UP)  Tel No. 0120-2416262  Fax- 01202416528  Email – <a href="mailto:susmitabasu@bhel.in">susmitabasu@bhel.in</a></p> <p>2) Mr. R M Chandra  Dy Manager /SCT  Power Sector Northern Region  Plot No. 25, Sector-16A, Distt. Gautam  Budh Nagar,, NOIDA-201301(UP)  Tel No. 0120-2416440  Fax- 01202416528  Email: <a href="mailto:rmchandra@bhel.in">rmchandra@bhel.in</a></p>	Applicable
x	<b>SCHEDULE OF Pre Bid Discussion (PBD)</b>		Not applicable.
xi	<b>INTEGRITY PACT &amp; DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)</b>		Not applicable
xii	<b>Latest updates</b>	<p>Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com --&gt;Tender Notifications →View Corrigendums) &amp; portal <a href="https://bheleps.buyjunction.in">https://bheleps.buyjunction.in</a> <b>and not in the newspapers.</b> Bidders to keep themselves updated with all such information</p>	
xiii	<b>Tender submission</b>	on portal <a href="https://bheleps.buyjunction.in">https://bheleps.buyjunction.in</a>	

2. The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**
3. Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Power Sector Regional HQ at Noida issuing the Tender, along with techno-commercial offer. Bidder may also choose to deposit the Tender document cost by cash at the Cash Office as stated above against sl no iv of 1, on any working day; and in such case copy of Cash receipt is to be enclosed with the Techno Commercial offer. Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL PS HQ at Noida, Sundays and second/ last Saturdays.

As this tender is an E-Tender and no paper bids will be accepted therefore the scanned copy of the Demand Draft or the Cash Receipt issued by BHEL PSNR should be uploaded in the E procurement portal. Hard Copy of the demand draft should reach BHEL PSNR HQ Noida before the due date and time of bid submission. BHEL shall not be responsible for postal or any other delays in this regard.

4. Unless specifically stated otherwise, bidder shall deposit EMD through Cash Deposit (as permissible under the extant Income Tax Act) (before tender opening), Electronic Fund Transfer credited in BHEL account (before Tender Opening) or Banker's Cheque/ Demand Draft/ Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Noida (along with offer).

'One Time EMD' will not be considered for this tender. All the bidders who have 'One Time EMD' with BHEL and want to participate in this tender, would also submit the requisite amount of EMD as mentioned in Clause No. 1, Salient Features of NIT, Sl. No. (vii) above.

However, the One Time EMD can be adjusted against the EMD applicable against this tender on specific request of bidder.

For Electronic Fund Transfer the details are as below:-

a) **Name of the Beneficiary** -: Bharat Heavy Electricals Limited

b) **Bank Particulars**

i).	Bank Name -:	STATE BANK OF INDIA
ii).	Bank Telephone No.(with STD code)-:	011-23352180
iii).	Branch Address-:	CAG BRANCH, NEW DELHI
iv).	Bank Fax No. (with STD code) -:	011-23353101
v).	Branch Code -:	SBIN0009996
vi).	9 Digit MICR Code of the Bank Branch -:	110002201
vii).	Bank Account Number -:	10813608647
viii).	Bank Account Type -:	CASH CREDIT
ix).	11 Digit IFSC Code of Beneficiary Branch-:	SBIN0009996

(Note:- In case of E-Tenders, no paper bids shall be accepted, therefore, the scanned copy of the Banker's Cheque/ Demand Draft/ Pay Order/ Details of payment made through Electronic Fund Transfer should be uploaded in the E-Procurement Portal and hard copy of the same should reach BHEL-PSNR HQ Noida before the due date and time of bid submission. BHEL shall not be responsible for postal or any other delays in this regard.)

For other details please refer General Conditions of Contract.

5. **Procedure for Submission of Tenders**: This is an E-tender floated online through our E-Procurement Site <https://bheleps.buyjunction.in>. The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://bheleps.buyjunction.in>. Offers are invited in two-parts only.

#### **Documents Comprising the e-Tender**

The tender shall be submitted online ONLY EXCEPT TENDER FEE & EMD (in physical form) as mentioned below:

##### **a. Technical Tender (UN priced Tender)**

All Technical details (eg. Eligibility Criteria requested (as mentioned below)) should be attached in e-tendering module, failing which the tender stands invalid & may be REJECTED. Bidders shall furnish the following information along with technical tender (preferably in pdf format):

- Tender Cost and Earnest money Deposit (EMD) furnished in accordance with NIT Clause 3.0 & 4.0. Alternatively, documentary evidence for claiming exemption as per clause 29 of NIT
- Technical Bid (without indicating any prices).

##### **b. Price Bid:**

- i. Prices are to be quoted in the attached Price Bid format online on e-tender portal.
- ii. The price should be quoted for the accounting unit indicated in the e-tender document.
- iii. Note: It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by BHEL.
- iv. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- v. A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- vi. In case offer is sent through hard copy/fax/telex/cable/electronically in place of e-tender, same shall not be considered.

### **DO NOT'S**

Bidders are requested NOT to submit the hard copy of the Bid. In case offer is sent through hard copy/fax/telex/cable/electronically in place of e-tender, the same shall not be considered. **Also, uploading of the price bid in prequalification bid or technical bid may RESULT IN REJECTION of the tender.**

### **Digital Signing of e-Tender**

Tenders shall be uploaded with all relevant PDF/zip format. The relevant tender documents should be uploaded by an authorized person having Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION digital signature certificate (DSC).

#### **The Requirement:**

1. A PC with Internet connectivity &
2. DSC (Digital Signature Certificate)( **Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION**)

BHEL has finalized the e-procurement service Provider:-

#### **M/s M Junction services Limited, Kolkata**

Godrej Water Side, 3rd Floor, Tower-1, Plot-V, Block - DP  
Sector - V, Salt Lake, Kolkata-700091, West Bengal, INDIA

The contact details of the service provider are given below:

#### **1. First level:**

- o MJ Helpdesk : 033-66011717, eps.customercare@mjunction.in

#### **2. Second Level:**

- o Bhaskar Chakraborty: 8584008205, bhaskar.chakraborty@mjunction.in, eps.customercare@mjunction.in
- o Santosh Kumar: 9717149600, santosh.kumar@mjunction.in

#### **3. Third Level:**

- o Rimi Ghosh: 9650044156, rimi.ghosh@mjunction.in
1. Customer care Help Desk of M/s MJUNCTION SERVICES LIMITED, Kolkata:  
Tel ~ 033 - 66011717 (From 9.30 am to 5.30 pm),  
Mob - 91633 48283 - 86/ 85840 08116 (From 5.30 pm to 8.30 pm)  
HELPDESK email: eps.customercare@mjunction.in,

The process of utilizing e-procurement necessitates usage of **DSC (Digital Signature Certificate) Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION** and you are requested to procure the same immediately, if not presently available with you. Please note that only with DSC, you will be able to login the e-procurement secured site and take part in the tendering process.

2. The contact details of the DSC Certifying Authority as given below

1	<b>GNFC</b>	<a href="http://www.ncodesolutions.com">www.ncodesolutions.com</a>
2	<b>e-Mudhra</b>	<a href="http://www.e-Mudhra.com">http://www.e-Mudhra.com</a>
3	<b>Safescrypt</b>	<a href="http://www.safescrypt.com">www.safescrypt.com</a>

Vendors are also requested to go through seller manual available on [www.bheleps.buyjunction.in](http://www.bheleps.buyjunction.in)

6. Not Used
7. Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.
8. BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
9. Assessment of Capacity of Bidders – Not applicable
10. Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
11. For any clarification on the tender document, the bidder may seek the same over e-procurement portal as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
12. BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
13. In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.
14. Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
15. Not used
- 15a. Integrity Pact (IP) – Not Applicable
16. The Bidder has to satisfy the Pre Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past

performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.

17. In case BHEL decides on a 'Public Opening', the date & time of opening of the PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorised representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders-
18. Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise
19. Reverse Auction-Not applicable
20. On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
21. In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
22. The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
23. Consortium Bidding –Not applicable
24. The bidder shall upload documents in support of possession of 'Qualifying Requirements' duly self certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
25. The bidder may have to produce original document for verification if so decided by BHEL.
26. The offers of the bidders who are on the banned/ hold list as also the offer of the bidders, who engage the services of the banned/ hold firms, shall be rejected. The list of **banned/ hold firms** is available on BHEL web site [www.bhel.com](http://www.bhel.com).
- 27.0 It may please be noted that **guidelines/rules** in respect of Suspension of Business dealings', 'Vendor evaluation format', 'Quality, Safety & HSE guidelines', milestone/ completion certificate, etc may **undergo change** from time to time and the latest one shall be followed. The abridge version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' is available on [www.bhel.com](http://www.bhel.com) on "**supplier registration page**".

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website ([www.bhel.com](http://www.bhel.com)).

27.1 Integrity commitment, performance of the contract and punitive action thereof:

**27.1.1 Commitment by BHEL:**

BHEL commits to take all measures necessary to prevent corruption in connection with the tender Process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

**27.1.2 Commitment by Bidder/ Supplier/ Contractor:**

- (i) The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

- (ii) The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
- (iii) The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the prices or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extent guidelines of the company available on [www.bhel.com](http://www.bhel.com) and / or under applicable legal provisions.

#### 28.0 Micro and Small Enterprises (MSE)

Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer

Type under MSE	SC/ST owned	Others
Micro		
Small		

**Note:** - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

- a) MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either Udyog Aadhaar or 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 a CA certificate (format enclosed as Annexure – 3) where deemed validity of EM-II certificate of five years has expired applicable for the last audited financial year. 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. No benefits shall be applicable for this enquiry if 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.
- b) MSEs shall be exempted from payment of tender fee.
- c) MSEs shall be exempted from payment of earnest money at the time of tender deposit. However, there is no exemption of security deposit submission.
- d) Participating MSEs quoting price within price band of L1+15 % shall be considered for award of complete scope of work by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. In case of more than one such MSE, MSE with lowest price shall be given the first option to match the L1 price. However, MSEs owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs shall be given the preference for matching the L1 price irrespective of their standing in comparative statement of MSE bidders within price band of L1+15 %.

29.0 The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

#### 30.0 Order of Precedence

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
- Notice Inviting Tender (NIT)
- Price Bid

- d. Technical Conditions of Contract (TCC)—Volume-1A
- ~~e. Special Conditions of Contract (SCC)—Volume-1B~~
- f. General Conditions of Contract (GCC) —Volume-1C
- g. Forms and Procedures —Volume-1D

for BHARAT HEAVY ELECTRICALS LTD  
(SCT)

**Enclosure:-**

- (i) Annexure-1: Pre Qualifying criteria.
- (ii) Annexure-2: Check List.
- (iii) Annexure-3: Chartered Accountant certificate for MSMED
- (iv) Annexure-4: Feedback form
- (v) Other Tender documents as per this NIT.

**ANNEXURE - 1****PRE QUALIFYING REQUIREMENTS**

JOB	<b>Annual Maintenance Contract for IT Facility Management Services for two years for BHEL PSNR</b>
TENDER NO	<b>BHEL/NR/SCT/IT-MAINT/AMC/1075</b>

SL NO	NAME AND DESCRIPTION OF PRE QUALIFICATION CRITERIA	
A	Submission of Integrity Pact	Not applicable
B	Assessment of Capacity of bidder to execute the work as per clause 9.0 pf NIT	Not applicable
C	<b><u>Technical</u></b> <b><u>Bidder who wish to participate should have:</u></b>	applicable
C-1	Experience of having successfully 'Executed' Similar Works during last 7 years from latest date of bid submission as detailed below:	
C-1.1	One (01) similar work of Value not less than Rs. 18.16 Lakhs	
	<b>OR</b>	
C-1.2	Two (02) similar works each of Value not less than Rs. 11.35 Lakhs.	
	<b>OR</b>	
C-1.3	Three (03) similar works each of Value not less than Rs. 9.08 Lakhs.	
D	<b><u>Financial</u></b>	applicable
D-1	<b><u>TURNOVER:</u></b> Bidders must have achieved an average annual financial turnover (Audited) of Rs. 6.81 Lakhs or more over last three Financial Years (FY) i.e. (2014-2015, 2015-2016, 2016-2017). Bidder shall submit audited accounts (balance sheets and profit & loss account) in support of this.  In case audited Financial statements have not been submitted for all the three years as indicated above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years.  If financial statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by Chartered Accountant.	
D-2	<b><u>Net worth:</u></b> Net worth (only in case of companies) of the Bidder should be positive. Net worth shall be calculated based on the latest Audited Accounts as furnished for 'D-1' above. Net Worth = Paid up share capital* + Reserves. (* : Share Capital OR Partnership Capital OR Proprietor Capital as the case may be)	
D-3	<b><u>Profit:</u></b> Bidder must have earned profit in any one of the three financial years as applicable in the last three financial years as furnished for 'D-1' above.	

	Profit shall be PBT earned during any one year of last three financial years as in 'D-1' above.	
E	<b>Approval of Customer</b>	<b>Not Applicable</b>
F	<b>Consortium Criteria</b>	<b>Not Applicable</b>

### Explanatory Notes

1. Relevant documents, meeting above requirements shall be submitted by bidders.
2. For Sl. No. 'C.1', '**Executed**' means the bidder should have achieved the technical criteria, specified in the QR, even if the total contract has not been completed or closed.
3. For Sl no. 'C.1', '**Similar Work**' means "Maintenance of computers and peripherals and servers".
4. Time period for achievement of the Qualification Requirements is in the last 7 years ending on the 'latest date of Bid Submission' of Tender.
5. For Sl no 'C.1', actual executed value shall be considered, irrespective of completion status of contract(s) under consideration.
6. For criteria 'C-1' above Value of work is to be updated with indices for "All India Avg. Consumer Price index for industrial workers" and "Monthly Whole Sale Price Index for All Commodities" with base month as per last month of work execution and indexed up to three (3) months prior to the month of latest due date of bid submission as per following formula-

$$P = R + \left\{ 0.425 \times R \times \frac{(X_N - X_0)}{X_0} + 0.425 \times R \times \frac{(Y_N - Y_0)}{Y_0} \right\}$$

Where

P = Updated value of work

R = Value of executed work

$X_N$  = All India Avg. Consumer Price index for industrial workers for the month, three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 03-Apr-17, then bid submission month shall be reckoned as April'17 and index for Jan'17 shall be considered).

$X_0$  = All India Avg. Consumer Price index for industrial workers for last month of work execution

$Y_N$  = Monthly Whole Sale Price Index for All Commodities for the month, three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 03-Apr-17, then bid submission month shall be reckoned as April'17 and index for Jan'17 shall be considered).

$Y_0$  = Monthly Whole Sale Price Index for All Commodities for last month of work execution

BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT INCLUSIVE OF WORK ORDER AND WORK COMPLETION CERTIFICATE ETC IN THE RESPECTIVE ANNEXURES IN THEIR OFFER.

**ANNEXURE - 2****CHECK LIST****NOTE:- Tenderers are required to fill in the following details and no column should be left blank**

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company		
3.a	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
3.b	Details of alternate Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
4	EMD DETAILS	DD No:                      Date : Bank :                      Amount:	
5	Validity of Offer	TO BE VALID FOR SIX MONTHS FROM DUE DATE	
		APPLICABILITY(BY BHEL)	ENCLOSED BY BIDDER
6	Whether the format for compliance with <b>PRE QUALIFICATION CRITERIA</b> (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
7	Audited profit and Loss Account for the last three years	Applicable	YES/NO
8	Copy of PAN Card	Applicable	YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable	YES/NO
10	Integrity Pact	Not Applicable	YES/NO
11	Declaration by Authorised Signatory	Applicable	YES/NO
12	No Deviation Certificate	Applicable	YES/NO
13	Declaration confirming knowledge about Site Conditions	Applicable	YES/NO
14	Declaration for relation in BHEL	Applicable	YES/NO
15	Non Disclosure Certificate	Applicable	YES/NO
16	Bank Account Details for E-Payment	Applicable	YES/NO
17	Not used		
18	Tie Ups/Consortium Agreement are submitted as per format	Not Applicable	YES/NO
19	Power of Attorney for Submission of Tender/Signing Contract Agreement	Applicable	YES/NO
20	Not used		

NOTE : STRIKE OFF 'YES' OR 'NO', AS APPLICABLE. TENDER NOT ACCOMPANIED BY THE PRESCRIBED **ABOVE APPLICABLE DOCUMENTS** ARE LIABLE TO BE SUMMARILY REJECTED.

DATE :

**AUTHORISED SIGNATORY**  
(With Name, Designation and Company seal)

**ANNEXURE - 3****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 which 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

**ANNEXURE – 5****Feedback Form: From where did you get information reg. this tender**

1	NEWSPAPER ADVERTISEMENT (NAME)	
2	BHEL WEBISTE (TENDER NOTIFICATION)	
3	CENTRAL PUBLIC PROCUREMENT PORTAL OF GOVERNMENT OF INDIA (CPP PORTAL)	
4	EMAIL COMMUNICATION FROM BHEL	
5	ANY OTHER SOURCE	

Rev 01  
1<sup>st</sup> June  
2012

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

(Document No PS:MSX:TCC)

BHARAT HEAVY ELECTRICALS  
LIMITED



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# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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## 1. SYNOPSIS

The contractor will provide facility management services for servers, computer systems and their peripherals. The contractor shall also post four Service Engineers / Resident Engineers at site to attend day to day problem in the systems, Local Area Network and for facility management services at **BHEL PSNR, NOIDA**.

BHEL-PSNR has comprehensive set up of LAN / WAN consisting of Domain Server, Proxy Servers, Web Server and backup Server. The network has Layer II and Layer III Switches, Routers and firewall. The entire network is connected to our various sites through Multi-Protocol Level Switching (MPLS).

PSNR has around 200 odd nodes in the Local network at HQ. The workstations are generally running with Windows XP / Windows7 / Windows8/Windows 10 as operating system. MS-Office is being used as office automation software for day to day work. All the systems are in warranty period.

## 2. SCOPE OF WORK

### 2.1 FACILITY MANAGEMENT SERVICES

Support to users for any problem encountered during the use of Windows operating environment, Email, Internet and Antivirus.

Services will also cover loading, rectifying problems of operating systems and Office automation software like MS-Office, Anti-virus, Adobe etc. Services for installing and add-ons upgrades to the equipment as and when ordered separately.

In case of shifting of any system from one place to another the dismantling, data transfer and assembling of system will be done under the service.

Sharing of desktops / creating workgroups, Domains within and of computers.

Scanning of documents as and when required.

### 2.2 BACKUP

Back up of the Servers and other Servers are to be taken periodically and logs kept and CDs created wherever necessary. The records maintained, got signed and verified by the system in charge of BHEL.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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## 3. QUALIFICATION OF RESIDENT ENGINEERS

The Networking support and facility management are to be provided by the Contractor's Resident engineers who should be thoroughly expert in their respective areas.

One of the four Engineers should be thoroughly expert in Linux Operating system and its various utilities. He should be Red Hat Certified Engineer and should have sufficient experience. He should be able to load, configure the operating system with local and public network, configuring e-mail server / send mail, configuring DNS, Proxy Servers etc.

The other three Engineers should be MCSE (Microsoft Certified Engineers) or at least one-year diploma in computer hardware and should have sufficient experience of minimum two years in the same field.

The Engineers to be posted by the vendors shall have to produce their certificate for qualification as mentioned above and shall be thoroughly tested for their expertise in the above field before being accepted and the contract actually being come in force. Kindly note that this clause is the essence of contract and shall strictly be adhered to.

The performance of the Contractor shall be judged by the Resident engineer's ability to resolve the problems quickly, in time and to the entire satisfaction of the end users. He should be well behaved as well with the end users. The Engineer-in-charge of BHEL will monitor this and if found unsatisfactory he should be immediately replaced by another well behaved, qualified and competent engineer. The Resident should also be regular at work place. If he is found to be irregular, late comer or remain absent from the work frequently without the knowledge and consent of BHEL, a lump sum amount shall be deducted from the quarterly bill of the contractor as per clause no. 7. Necessary identity cards shall be issued to them by the parent company.

If any Engineer leaves the parent company, the vendor shall provide the suitable replacement immediately. The process and criteria of acceptance of the engineers shall be the same as mentioned above.

## 4. Incidental

1. BHEL may depute Resident Engineers to their construction sites for official work, if the work so demands. BHEL will provide/ reimburse III<sup>rd</sup> AC Sleeper/ Second Class Sleeper charges for to-and-fro journey. BHEL shall also provide free company accommodation/conveyance.
2. BHEL shall pay per diem charges of 300/- to the individual engineer directly upon certification of having visited/ worked at the site for the absence from HQ. The diem charges period shall include journey period.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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## 5. COMPENSATION

Competent and experienced personnel shall carry out the maintenance. Any loss / damages resulting from improper handling by any personnel deputed by the contractor shall be recovered from the bills of the contractor.

## 6. GENERAL DEDUCTION

Rs. 1000/- flat per day shall be deducted from the quarterly bill if any engineer remains absent from the office without approval.

7. Monthly Wages- Contractor shall accept full and exclusive liability for the payment of Wages as mentioned in Annexure-“A-1”, which includes payment of VDA, PF, ESI, Bonus etc. for the FMS Engineers deployed by the contractor and other obligation referred under the law now and thereafter imposed by the Government/ Local Bodies. BHEL shall reimburse the consolidated wages per FMS Engineer on monthly basis to the successful bidder as per Annexure-“A-1”. The periodic VDA increase/ decrease, as & when notified by the Government of NCT of Delhi shall be payable separately.

8. Payment of Bonus- BHEL shall pay Bonus to the FMS Engineers @ 8.33% of Consolidated Monthly Wages as per provision of Payment of Bonus Act 1965. The same may vary depending on the changes in the Monthly Consolidated Wages due to increase/ decrease in VDA as and when notified by the statutory authority.

9. Agency Service Charges- Successful bidder's Service Charges in percentages applicable on different components as mentioned in Part-II Price Bid (Annexure-B) shall remain firm for the entire contract period. However, any changes in the quantum of taxes, if applicable, due to statutory variation, the same shall be admissible during the tenure of the contract on intimation by the successful bidder.

10. Termination of Contract- The contract shall be liable for termination from either side at any time by giving minimum 30 day notice without assigning any reason thereof and without prejudice to the rights of the company to recover any amount becoming due under this contract.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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**11. Provident Fund**- The contractor shall obtain Provident Fund (PF) Number from the concerned authorities on award of work and shall strictly comply with the provision of Employee's Provident Fund Act. The contractor shall deposit Employee's and Employer's contributions in the designated account with the designated authority every month and furnish the challans/ receipt thereof.

**12. ESI**- The contractor shall strictly comply with the provision of Employees State Insurance Act. Contractor shall issue latest digital ESI Card to all the work force immediately after taking in to their employment. The contractor shall deposit Employee's and Employer's contribution in the designated account with the designated authority every month and furnish the challans/ receipt thereof.

**13. Payment of Wages**-All payments to the Contractor's FMS Engineers shall be as per the terms of contract and as per the details enumerated in **Annexure-"A-1"**, which shall be made through direct credit in the bank accounts of the FMS Engineers. The payment must be credited in the FMS Engineer's account by the 7<sup>th</sup> of each English month. BHEL shall reimburse the payment of FMS Engineers in the contractor's account within 30 days on submission of bills.

**14. Payment of Bonus**- The contractor shall strictly comply with the provision of Bonus Act. The contractor shall ensure payment of Bonus @ 8.33% of Consolidated Monthly Wages (As per Payment of Bonus Act 1965) to their FMS Engineers during the entire contract period.

**15. Payment Terms:**

The bills along with supporting vouchers has to be submitted on monthly basis and the Payment, inclusive of all taxes as applicable, will be made within 30 days from the date of submission of the bills, complete in all respects. However, no interest shall be payable for delay in making the payment.

**16. GST Clause:**

16.1 Price quoted should be inclusive of all applicable charges, excluding GST & cess thereon (if any). The contractor shall pay all other taxes, fees, royalty, commission etc. which may be levied on the input goods & services consumed in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, it shall be recovered from contractor's bills or otherwise as deemed fit.

16.2 Vendor has to issue correct SAC code wise bill indicating basic value, rate, due tax etc.

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

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16.3 Vendor has to ensure that invoice in respect of such services which have been provided / completed in a month; shall be issued as per the provisions of GST Law. Special care should be taken in case of month end transaction.

16.4 GST portion of invoice shall be released only when: -

- a. Vendor / sub-contractor declared such invoice in his GSTR-1 and
- b. First copy of Original Tax invoice has been received by BHEL,
- c. Services have been received by BHEL,
- d. Documentary evidence or Undertaking regarding discharge of GST liability in respect of supplies made by vendor has been furnished.

16.5 In addition to point no. 4 above, for the purposes of claiming GST from BHEL, invoices to be issued by contractor should be in line with provisions of GST Act & Rules.

16.6 Any upward variation in taxes shall be considered for reimbursement provided services are supplied as per schedule date stipulated in contract.

In case the Government imposes any new levy/tax on the output service/ goods/ after price bid opening, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its contractor only and within the contractual delivery period only.

In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, the Bidder/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of Price Bid. Claim for any such impact after opening the Price Bid will not be considered by BHEL for reimbursement of tax or reassessment of offer

16.7 Above noted points are illustrative in nature and any loss to BHEL due non-compliance of GST Provisions / revisions of return etc. by Contractor shall be to his account.

16.8 Modalities of Tax Incidence on BHEL:

Where GST law permits more than one option or methodology for discharging liability of tax / levy / duty; BHEL shall have the right to adopt the appropriate one considering the amount of tax liability on BHEL as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the contractor for discharging the obligation of BHEL in respect of the tax liability to the contractor.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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## **17. PERIOD**

The Duration of the contract shall be two years.

## **18. NON DISCLOSURE AGREEMENT**

The Contractor has to enter into a NON disclosure agreement with BHEL as per the standard format of BHEL.

## **19. SPLITTING OF CONTRACT IN CASE OF MORE THAN ONE L-1**

**Case 1: In case of more than one L-1 party quote same percentage over the minimum statutory Rates.**

L-1 parties will be separately asked to re-submit their discounted price to re-determine L-1. The process shall be repeated until only one L-1 party is available. However in case, more than one party offers the same **rates even after counter offering**, the contract will be split equally among such parties on the basis of overall contract period.

**Case 2: In case of more than one L-1 party quote equal to minimum statutory rates where no further reduction is possible.**

In case, more than one party offers the same minimum statutory rates, the contract will be split equally among such parties on the basis of overall contract period.

In such cases of contract splitting , the order of execution shall be at the discretion of BHEL.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Annexure "A-1"

<b>The L-1 Bidder shall disburse Monthly Wages to the FMS Engineer (excluding GST) as per details given below:</b>		
<b>SL. NO.</b>	<b>DESCRIPTION OF COMPONENTS</b>	<b>RATE PER POINT OF SERVICE PER MONTH</b>
<b>1</b>	MINIMUM WAGES OF Skill Worker OF GOVT OF NCT OF DELHI (As on 01/04/2017)	16468.00
<b>2</b>	PF @ 13.15% on Sl. No. 1	2165.54
<b>3</b>	ESI @ 4.75% on Sl. No. 1	782.23
<b>4</b>	Bonus @ 8.33% on Sl. No. 1	1371.78
<b>5</b>	<b>Monthly Charges payable per FMS Engineer</b>	<b>20787.55</b>

<b>NOTE:</b>	
1	GST as applicable shall be payable extra.
2	The periodic VDA increase/ decrease, as and when notified by the Govt. of NCT of Delhi shall be payable extra.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Annexure-B

RATE SCHEDULE		
1	PERCENTAGE OF SERVICE CHARGES TO BE QUOTED BY THE BIDDER (Not to be paid for S. No. 2 & 3 of Annexure A-1)	PERCENTAGE IN FIGURES

**NOTES:**

- 1. Bidder should quote only one rate in percentages for all the components mentioned above.
- 2. Service charges are applicable on total charges payable as per S. No. 5 in Annexure A-1, except S. No. 2 & 3 of Annexure A-1 of Terms & Conditions of NIT.
- 3. **Bidder can't quote negative percentage for service charges.**
- 4. Agency Service Charges shall remain firm for the entire period of the contract.