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# NOTICE INVITING TENDER

(Document No PS:MSX:NIT)

**TENDER NO.: BHEL/NR/SCT/IT-MAINT/FMS/1178**

**NAME OF WORK: ANNUAL MAINTENANCE CONTRACT FOR IT  
FACILITY MANAGEMENT SERVICES FOR TWO YEARS AT BHEL  
PSNR DTG**

Bharat Heavy Electricals Limited

Registered



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**NOTICE INVITING E-TENDER (NIT)**  
**BIDDER TO SUBMIT OFFERS ON PORTAL**  
<https://bhel.abcprocure.com>

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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/FMS/1178</b>
ii	Broad Scope of job	<b>ANNUAL MAINTENANCE CONTRACT FOR IT FACILITY MANAGEMENT SERVICES FOR TWO YEARS AT BHEL PSNR DTG.</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;"><i>Applicable</i></span>
c	Volume-IB	<i>General Conditions of Contract (GCC)</i> <span style="float: right;"><i>Applicable</i></span>
d	Volume-IC	<i>Forms and Procedures</i> <span style="float: right;"><i>Applicable</i></span>
e	Volume-II	<i>Price Schedule (Absolute value).</i> <span style="float: right;"><i>Applicable</i></span>
iv	Issue of Tender Documents	<b>From BHEL website (<a href="http://www.bhel.com">www.bhel.com</a>) and <a href="https://bhel.abcprocure.com">https://bhel.abcprocure.com</a></b> Tender documents will be available at website till due date of submission <span style="float: right;"><i>Applicable</i></span>
v	DUE DATE & TIME OF OFFER SUBMISSION	<b>Date : 02/12/2019 , Time :15:00 HRS</b> <b>Place : on <a href="https://bhel.abcprocure.com">https://bhel.abcprocure.com</a></b> <span style="float: right;"><i>Applicable</i></span>
vi	OPENING OF TENDER	<b>At due date / time</b> <b>Date : 02/12/2019 , 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 shall be opened online</b> <span style="float: right;"><i>Applicable</i></span>

vii	EMD AMOUNT	Rs 38,600/-.	
viii	COST OF TENDER	Rs 2000/-.	
ix	LAST DATE FOR SEEKING CLARIFICATION	<p><b>Five days before bid submission due date.</b>  Along with soft version also, addressing to contact address given below</p> <p>1) Name: <b>G.V. RAJA SEK HAR</b>  Designation: Sr. Manager  Deptt: SCT  Address: BHEL-PSNR, PLOT NO. 25, SECTOR – 16A, NOIDA - 201301  Phone: (Landline) 0120-2416232  Email : gvr@bhel.in</p> <p>2) Name: <b>R M CHANDRA</b>  Designation: Dy. MANAGER  Deptt: SCT  Address: BHEL-PSNR, PLOT NO. 25, SECTOR – 16A, NOIDA - 201301  Phone: (Landline) 0120 - 2416440  Email : <a href="mailto:rmchandra@bhel.in">rmchandra@bhel.in</a></p>	Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)		Not applicable.
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	Please refer clause no.15a.	Not Applicable
xii	Latest updates	<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://bhel.abcprocure.com">https://bhel.abcprocure.com</a> <b>and not in the newspapers</b>. Bidders to keep themselves updated with all such information</p>	
xiii	Tender submission	on portal <a href="https://bhel.abcprocure.com">https://bhel.abcprocure.com</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 vii 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, tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described in Clause no. 1.9 of General Conditions of Contract.

'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)-:	011-23475566
iii).	Branch Address:-	CAG II BRANCH, NEW DELHI 4 <sup>th</sup> & 5 <sup>th</sup> FLOOR, REDFORT CAPITAL, PARASNATH TOWERS, BHAI VEER SINGH MARG, GOLE MARKET, NEW DELHI-110001
iv).	Bank Fax No. (with STD code) :-	011-23475566
v).	Branch Code :-	17313
vi).	9 Digit MICR Code of the Bank Branch :-	110002562
vii).	Bank Account Number :-	10813608647
viii).	Bank Account Type :-	CASH CREDIT
ix).	11 Digit IFSC Code of Beneficiary Branch:-	SBIN0017313

(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/ Fixed Deposit Receipt (FDR) / Bank Guarantee 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.)

5. **Procedure for Submission of Tenders**: This is an E-tender floated online through our E-Procurement Site <https://bhel.abcprocure.com>. The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://bhel.abcprocure.com>. 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):

- i. Tender Cost and Earnest money Deposit (EMD) furnished in accordance with NIT Clause 3.0 & 4.0.
- ii. 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 AbcProcure, Ahmedabad**

A-202/208, Wall Street-II, Opp. Orient Club, Nr. Gujarat College,

Ellis Bridge, Ahmedabad-380006

The contact details of the service provider are given below:

<b>Name</b>	<b>Contact Nos.</b>	<b>e-mail ID</b>	<b>Role</b>	<b>Location</b>
Swapnil Hamilton	+91 79 40270549	<a href="mailto:swapnil.h@eptl.in">swapnil.h@eptl.in</a>	Support Executive	HO – Ahmedabad
Hardik Oza	+91 79 40270560	<a href="mailto:Hardik.oza@eptl.in">Hardik.oza@eptl.in</a>	Support Executive	HO – Ahmedabad
Ankur Bhatt	+91 79 40270590	<a href="mailto:ankur.bhatt@eptl.in">ankur.bhatt@eptl.in</a>	Support Executive	HO – Ahmedabad
Prashant Rajyaguru	+91 79 40270545 / 9016859416	<a href="mailto:prashant@eptl.in">prashant@eptl.in</a>	Ast. Manager – Implementation & Support	HO – Ahmedabad
Dharam Rathod	+91 79 40270596 / 9374519754	<a href="mailto:dharam@eptl.in">dharam@eptl.in</a>	Manager – Implementation & Support	HO – Ahmedabad
Pradip Parmar	+91 79 40270532 / 9328657215	<a href="mailto:pradip@eptl.in">pradip@eptl.in</a>	Sr Manager – Implementation & Support	HO – Ahmedabad
Devang Patel	+91 79 40270576 / 99983 05442	<a href="mailto:devang@eptl.in">devang@eptl.in</a>	Sr Manager – Implementation & Support	HO – Ahmedabad

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.

1. 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 <https://bhel.abcprocure.com>.

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. **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. Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), **if applicable**, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The names and other details of Independent External Monitor (IEM) for the subject tender is as given at Clause No. 1, Salient Features of NIT, Sl. No. (xi) above.**

15a **Integrity Pact (IP)**

- i) IP is a tool to ensure that activities and transactions between the Company and its Bidders / Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitor (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

Sl. No.	IEM	Address	Email
1.	Shri Arun Chandra Verma, IPS (Retd.)	Flat No. C -1204, C Tower, Amrapali, Platinum Complex, Sector 119, Noida (U.P.)	<a href="mailto:acverma1@gmail.com">acverma1@gmail.com</a>
2.	Shri Virendra Bahadur Singh, IPS (Retd.)	H. No. B-5/64, Vineet Khand, Gomti Nagar, Lucknow - 226010	<a href="mailto:vbsinghips@gmail.com">vbsinghips@gmail.com</a>

- ii) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- iii) Please refer Section-8 of the IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the above IEM. All correspondence with the IEM shall be done through email only.

**Note:**

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are as per **Clause No. 1, Salient Features of NIT, Sl. No. (ix) above.**

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. (a) BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.
- (b) Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on [www.bhel.com](http://www.bhel.com)).

- (c) The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. **The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.**
- (d) If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on [www.bhel.com](http://www.bhel.com)).
- (e) If reverse auction process is unsuccessful, sealed envelope price bids of all the techno-commercially qualified bidders shall be opened and the tender shall be processed accordingly. However, the envelope sealed bid(s) of techno-commercially acceptable bidder(s) who had agreed to participate in the RA and had failed to submit the online sealed bid shall not be opened.
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. **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. 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**".
- 27.0 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)
- 27.1 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	Women owned	Others (excluding SC/ ST & Women Owned)
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 to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. Such MSE shall be allowed to supply upto 25% of total tendered quantities. In case of more than one such MSE, MSE with lowest price shall be given the first option to match the L1 price. However, a quantum of 3% and 6.25% out of 25% so earmarked will be reserved for MSEs owned by Women entrepreneurs and Scheduled Caste or the Scheduled Tribe entrepreneurs respectively, quoting price 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 PREFERENCE TO MAKE IN INDIA:

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.

### 31.0 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:

- a. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
- b. Notice Inviting Tender (NIT)
- c. Price Bid
- d. Technical Conditions of Contract (TCC)—Volume-1A
- e. General Conditions of Contract (GCC) —Volume-1B
- f. Forms and Procedures —Volume-1C

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: Authorization of representative who will participate in the online Reverse Auction Process
- (v) Annexure-5: Feedback form
- (vi) Other Tender documents as per this NIT.

**ANNEXURE - 1**

JOB	<b>ANNUAL MAINTENANCE CONTRACT FOR IT FACILITY MANAGEMENT SERVICES FOR TWO YEARS AT BHEL PSNR DTG.</b>
TENDER NO	<b>BHEL/NR/SCT/IT-MAINT/FMS/1178</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>TECHNICAL:</b> Bidder who wish to participate should have <b>Executed “Similar work”</b> for any one of the following in the last seven years from latest date of bid submission:	Applicable
C-1	One (01) work of Value not less than <b>Rs. 15.44 Lakhs</b>	
	<b>OR</b>	
C-2	Two (02) works each of Value not less than <b>Rs. 9.65 Lakhs.</b>	
	<b>OR</b>	
C-3	Three (03) works each of Value not less than <b>Rs. 7.72 Lakhs.</b>	
D	<b>FINANCIAL:</b>	Applicable
D-1	<b>TURNOVER:</b> Bidders must have achieved an average annual financial turnover (Audited) of <b>Rs. 5.79 Lakhs</b> or more over last three Financial Years (FY) i.e. (2016-2017, 2017-2018, 2018-2019). Bidder shall submit the Audited Balance Sheet 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>NET WORTH:</b> Net worth (only in case of companies) of the bidder should be positive.  Note: 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>PROFIT:</b> Bidder must have earned profit in any one of the three financial years as applicable in the last three financial years defined in ‘D-1’	

D-4	above. Note: PROFIT shall be PBT earned during any one year of last three financial years as in 'D-1' above.  Bidder must not be under Bankruptcy Code Proceedings (IBC) by NCLT or under Liquidation/ BIFR, which will render him ineligible for participation in this tender and shall submit undertaking to this effect.	
E	<b>Approval of Customer</b>	Not Applicable
F	<b>Consortium Criteria</b>	Not Applicable

### Explanatory Notes for 'C'

1. For evaluation of PQR, the credentials of the Bidder alone, and not that of the Group Company shall be considered.
2. Completion date for achievement of the technical criteria should be in the last 7 years ending on the 'latest date of Bid Submission' of Tender irrespective of date of the start of work.
3. "Executed" means the bidder should have achieved the technical criteria specified above, even if the Contract has not been completed or closed.
4. 'Similar Work' means "Maintenance of computers and peripherals and servers".
5. For criteria 'C' 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 three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'2016 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 three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'2016 shall be considered).

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

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

1	<b>Name of the Tenderer</b>		
2	<b>Address of the Tenderer</b>		
3	<b>Type of the Firm/ Company</b>		
(i)	In case of Individual Tenderer	His / her full name, address and place & nature of business shall be furnished along with the offer.	
(ii)	In case of Partnership Firm	The names of all the partners and their addresses, A copy of the partnership deed/instrument of partnership duly certified by the Notary Public shall be furnished along with the offer..	
(iii)	In case of Companies	a) Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and articles of Association are also to be furnished). b) Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.	
4.a	<b>Details of Contact person for this Tender</b>	Name : Mr/ Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
4.b	<b>Details of alternate Contact person for this Tender</b>	Name : Mr/ Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
5	<b>EMD DETAILS</b>	Mode of payment: Demand Draft/ NEFT/ RTGS/ OTHER Details of Transaction:	
6	<b>Validity of Offer</b>	TO BE VALID FOR <b>SIX MONTHS</b> FROM DUE DATE	
	<b>DESCRIPTION</b>	<b>APPLICABILITY (BY BHEL)</b>	<b>ENCLOSED BY BIDDER</b>
7	Whether all pages of the Tender documents including annexures, appendices etc are read and understood	Applicable	YES / NO
8	Whether the format for compliance with <b>PRE QUALIFICATION CRITERIA</b> (ANNEXURE – 1 ) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
9	Audited Balance Sheet and profit & Loss Account for the last three years	Applicable	YES / NO
10	Copy of PAN Card	Applicable	YES / NO
11	Copy of GST registration	Applicable	YES / NO

12	Organization Chart of the tenderer's organization, including the names, addresses and contact information of the Directors/Partners shall be furnished along with the offer.	Applicable	YES / NO
13	Integrity Pact	Not Applicable	YES / NO
14	Offer forwarding letter / tender submission letter <b>[Form No. F-01 (Rev 00)]</b>	Applicable	YES / NO
15	Declaration by Authorised Signatory <b>[Form No: F-02 (Rev 00)]</b>	Applicable	YES / NO
16	Declaration by Authorised Signatory regarding Authenticity of submitted documents <b>[Form No: F-02A (Rev 00)]</b>	Applicable	YES / NO
17	No Deviation Certificate <b>[Form No: F-03 (Rev 00)]</b>	Applicable	YES / NO
18	Declaration confirming knowledge about Site Conditions <b>[Form No: F-04 (Rev 00)]</b>	Applicable	YES / NO
19	Declaration for relation in BHEL <b>[Form No: F-05 (Rev 00)]</b>	Applicable	YES / NO
20	Non-Disclosure Certificate <b>[Form No: F-06 (Rev 00)]</b>	Applicable	YES / NO
21	Bank Account Details for E-Payment <b>[Form No: F-07 (Rev 00)]</b>	Applicable	YES / NO
22	Format for seeking clarification <b>[Form No: F-08 (Rev 00)]</b>	Applicable	YES / NO
23	<del>Capacity Evaluation of Bidder for current Tender <b>[Form No: F-09 (Rev 00)]</b></del>	Not Applicable	YES / NO
24	Power of Attorney for Submission of Tender/Signing Contract Agreement <b>[Form No: F-25 (Rev 00)]</b>	Applicable	YES / NO
25	<del>Analysis of Unit rates <b>[Form No: F-26 (Rev 00)]</b></del>	Not Applicable	YES / NO
26	<del>Tie Ups/Consortium Agreement are submitted as per format <b>[Form No: F-22 (Rev 00)]</b></del>	Not Applicable	YES / NO

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 - 4****Authorization of representative who will participate in the on line Reverse Auction Process;**

1	NAME & DESIGNATION OF OFFICIAL	
2	POSTAL ADDRESS (COMPLETE)	
3	TELEPHONE NOS. (LAND LINE & MOBILE BOTH)	
4	FAX NO.	
5	E-MAIL ADDRESS	
6	NAME OF PLACE/ STATE/ COUNTRY, WHEREFROM S/HE WILL PARTICIPATE IN THE REVERSE AUCTION	

**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	



# TECHNICAL CONDITIONS OF CONTRACT (TCC)

(Document No PS:MSX:TCC)

BHARAT HEAVY ELECTRICALS  
LIMITED



# TECHNICAL CONDITIONS OF CONTRACT (TCC) CONTENTS

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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 three 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 either through Multi-Protocol Level Switching (MPLS) or dedicated ILL.

PSNR has around 200 odd nodes in the Local network at HQ. The workstations are generally running with Windows7 / Windows 8 / 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 three Engineers should be thoroughly expert in Linux Operating system and its various utilities. He should be Red Hat Certified Engineer or should have 8+ years' 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.

One of the engineer for network / desktops should have 8+ years' experience in handling network devices such as routers, switches and firewalls along with desktop issues.

The third engineer should be MCSE (Microsoft Certified Engineers) or at least one-year diploma in computer hardware and should have 3+ years' experience in handling desktop issues.

All the Engineers should have Graduation or above qualification along with the above mentioned qualifications regarding server configuration / management or desktop proficiency.

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. 6. 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.

**Note: Only mutually agreed suitable engineers will be deployed for this contract.**

## 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.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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2. BHEL shall pay per diem charges of 400/- 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.

## 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. **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.

8. **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.

9. **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.

10. **Payment of Wages**-All payments to the Contractor's FMS Engineers shall be made only through **direct credit in the bank accounts of the FMS Engineers through e-payments mode only. 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 services in the contractor's account within 30 days on submission of bills.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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## **11. Payment Terms:**

The bills along with supporting documents 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.

## **12. GST Clause:**

**12.1** Price quoted should be inclusive of all applicable Taxes/charges but **Excluding GST**. The Contractor shall pay all other taxes, fees, royalty, commission etc. which may be levied on the contractor in executing the contract. In case BHEL is forced to pay any of such taxes, it shall be recovered from Contactor's bills or otherwise as deemed fit.

**GST Shall be payable extra as per following:**

**12.2** Contractor/Vendor has to issue invoice indicating HSN/SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rules made thereunder. With the implementation of e way bill provisions, contractor shall comply with same as applicable

**12.3** Vendor has to submit GST compliant invoice within seven days from the due date of invoice as per GST Law. In case of delay, BHEL reserves the right of denial of GST payment if there occurs any hardship to BHEL in claiming the input thereof. In case of goods, vendor has to provide scan copy of invoice & GR/LR/RR to BHEL before movement of goods starts. Special care should be taken in case of month end transactions

**12.4** GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Contractor: -

- a. Supply of goods and/or services have been received by BHEL.
- b. Original Tax Invoice has been submitted to BHEL.
- c. Respective invoice has appeared in BHEL's GSTR - 2A for the month corresponding to the month of invoice. Alternatively, BG of appropriate value may be furnished which shall be valid at least one month beyond the due date of confirmation of relevant payment of GST on GSTN portal or sufficient security is available to adjust the financial impact in case of any default by the contractor.

**12.5** TDS under GST law as applicable shall be deducted.

**12.6** Contractor shall be solely responsible for discharging his GST liability according to the provisions of GST Law and BHEL will not entertain any claim of GST/interest/penalty or any other liability on account of failure of contractor in complying the provisions of GST Law or discharging the GST liability in a manner laid down thereunder.

**12.7** In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/alterd/deleted on GSTN portal which results in any adverse financial implication on BHEL, the financial impact thereof including interest/penalty shall be recovered from the Contactor's due payment.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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**12.8** Any denial of input credit to BHEL or arising of any tax liability on BHEL due to non-compliance of GST Law by the Contractor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Contractor.

**12.9** The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract is limited to direct transactions between BHEL & its Contractor. BHEL is not responsible for any liability that may arise due to any transaction beyond the direct transaction between BHEL & its Contractor.

**12.10 Variation in Taxes & Duties:**

Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or approved extended schedule for the reason solely attributable to BHEL. However downward variation shall be subject to adjustment as per actual GST applicability.

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.

**12.11 Modalities of of Tax Incidence on BHEL:**

Where GST law permits more than one option or methodology for discharging liability of tax/ levy/ duty; the contractor shall approach BHEL before choosing any option to discharge his tax liability. BHEL shall have the right to direct the contractor to adopt the appropriate option 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.

**13. PERIOD**

The Duration of the contract shall be two years further extendable by 3 months on mutual consent.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## UNPRICED RATE SCHEDULE

Annexure A

<b>RATE SCHEDULE</b>		
	<b>Description of Work</b>	<b>Total Price ( Rs) in Figures and Words (A)</b>
<b>1.</b>	<b>Total Price for Facility Management Service including 3 FMS Engineers for 2 years</b>	
	<b>Price for 3 FMS Engineers per month</b>	<b>= (A/24)</b>

### NOTE:

1. Bidder should quote only one value for overall service period of 2 years.