

5.8. RISK PURCHASE

Purchaser shall reserve the right to terminate the order/contract and purchase from elsewhere at the risk and cost of the Bidder, either the whole or part of the services, which the Bidder has failed to deliver within the stipulated delivery period or if the same were not available, the best and the nearest available substitute(s) thereof. The Bidder would be liable to compensate the Purchaser for any loss, which the Purchaser may sustain by reason of such purchase.

5.9. SUB-CONTRACTING

Order/ contract or any part thereof shall not be sub-contracted, assigned or otherwise transferred without prior written consent of the Purchaser which will not be unreasonably withheld.

5.10. TERMINATION OF THE ORDER/ CONTRACT & ITS CONSEQUENCES

- 5.10.1.** The purchaser may, without prejudice to any remedy for breach of contract, by written notice to default sent to the supplier terminate the contract in whole or in part.
- 5.10.2.** Purchaser reserves the right to terminate the order/contract, either wholly or in part, upon situations arising due to non-compliance of stipulations of the Order/contract, by the Bidder / contractor, at the risk and cost of the Bidder / contractor, without any notice period.
- 5.10.3.** Purchaser reserves the right to terminate the order/ contract or a portion thereof for the services not so delivered within the stipulated period, without any notice period, at the risk and cost to the Bidder / contractor and the Bidder / contractor shall be liable to the Purchaser for any excess costs thereof.
- 5.10.4.** The contractor shall continue the performance of the order/contract under all circumstances, to the extent not cancelled.
- 5.10.5.** Purchaser reserves the rights to cancel the contract without any notice period in case the equipment and services are not found to be satisfactory by the Purchaser.
- 5.10.6.** For all other cases, the purchaser shall provide a notice period of 1 month before termination of the contract.

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- 5.10.7.** Consequences: As soon as the contract is cancelled / terminated by the Purchaser, no charges will be payable to the Bidder / contractor thereafter.
- 5.10.8.** In case the Contractor decides to terminate the contract for any reason, a notice period of 2 months shall be provided to the purchaser.
- 5.10.9.** In case the contractor fails to adhere to any of the terms and conditions during the course of the contract, the purchaser reserves the right to forfeit the security deposit of the contractor.
- 5.10.10.** If the contractor, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in executing the contract, the contract is liable to be terminated without any notice period.

5.11. SETTLEMENT OF DISPUTES

- 5.11.1.** Except as otherwise specifically provided in the Order/Contract, all disputes concerning questions of the facts arising under the Order/Contract, shall be decided by the Purchaser, subject to written appeal by the Bidder to the Purchaser, whose decision shall be final to the parties hereto.
- 5.11.2.** Any disputes or differences shall be to the extent possible settled amicably between the parties hereto, failing which the disputed issues shall be settled through arbitration.
- 5.11.3.** However, the Bidder shall continue to perform the Order/ Contract during the pending settlement of dispute(s).

5.12. ARBITRATION

In all cases of disputes emanating from and in reference to this contract, the matter shall be referred to the arbitration. All disputes or differences between the parties will be resolved through arbitration governed by "The Arbitration and Conciliation Act, 1996" as amended from time to time. The venue of arbitration shall be in New Delhi.

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5.13. ACCEPTANCE OF ORDER

5.13.1. Acceptance of the Order is to be submitted by the successful bidder within one week of issue date of Order. This will be submitted along with the Security Deposit (as per clause 5.17).

5.13.2. The date of commencement of the contract shall be from the date of submission of the acceptance AND security deposit by the bidder.

5.14. ADDITIONAL FACILITY REQUIRED IN FUTURE ON I.T. EQUIPMENT

In case any additional facility is required on the IT equipment requiring upgrade, the Bidder shall provide the same at mutually agreed terms.

5.15. LIMITATION OF LIABILITY

The Bidder's liability will be limited to the scope of this contract only.

5.16. ETHICAL STANDARD

Bidders are expected to observe the highest standard of ethics during the procurement and execution of this Contract. In pursuit of this policy, the Purchaser will reject a proposal for award if it finds out that the Bidder being considered for award has engaged in corrupt or fraudulent practices in competing for the Contract. For the purposes of this provision, the terms set forth below are defined as follows:

- a) "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action in the procurement process or in Contract execution; and
- b) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process including collusive practices designed to establish bid prices at artificial, non-competitive levels to deprive the Purchaser of the benefits of competition;

By signing the Bid Forwarding Letter, the Bidder represents that for the software it supplies, it is the owner of the Intellectual Property Rights in the software. Wilful misrepresentation of these facts shall be considered a fraudulent practice without prejudice to other remedies that the Purchaser may take.

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5.17. SECURITY DEPOSIT

- 5.17.1.** The successful bidder shall have to provide a Security Deposit for an amount of 5% of the contract value. EMD of the successful Bidder shall be converted and adjusted towards the required amount of Security Deposit.
- 5.17.2.** The Security deposit shall be in the form of Demand Draft / Banker's Cheque/ Electronic Fund Transfer credited in BHEL account (**A/c Details -** A/c No: (172502000000190), Bank- Indian Overseas Bank, IFSC Code: IOBA0001725, Address: Krishak Bharti Co-operative Kribhco Bhavan, Plot no. A-8 To A10, Sec 1 Noida Pin: 201301) / Bank guarantee as per BHEL format (which shall be provided to the successful bidder, if required).
- 5.17.3.** The Security Deposit amount would be refunded to the contractor on successful completion of the contract.

5.18. CERTIFICATE CONFIRMING KNOWLEDGE OF SITE CONDITIONS

The bidder shall sign and submit a Certificate of Declaration for Confirming Knowledge of Site Conditions as per BHEL format (**Schedule - 2**).

The participating bidder, who wishes to visit the sites, is also allowed to visit the sites mentioned at Clause 4.1, with prior appointment by 6th July '17 (during working hours).

5.19. NO DEVIATION CERTIFICATE

The bidder shall sign and submit a 'No Deviation Certificate' as per BHEL format (**Schedule -3**).

5.20. DECLARATION BY THE BIDDERS

The bidder shall sign and submit a Declaration Certificate as per BHEL format (**Schedule -4**).

5.21. DETAILS OF THE BIDDER

The bidder shall sign & submit its details as per BHEL format (**Schedule -5**).

5.22. OTHER CLAUSES

- a) BHEL shall be providing the licenses pertaining to Anti-Virus, MS Office, Operating systems and Adobe PDF.

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- b) If required, the contractor must offer all the software, licenses and support for complete solution. All Licenses must be in the name of BHEL. Licenses must clearly mention their validity period and renewal policies.
- c) The contractor shall include and provide all other Hardware or Software items that are not explicitly mentioned herein but are required to fulfil the intended specifications.
- d) All tools and tackles required for maintenance work shall have to be provided by the vendor at no extra cost.
- e) The contractor shall provide technical support for carrying out video conferencing
- f) Any item damaged due to mishandling by the deputed person by the vendor shall have to be restored back to its original condition by the vendor at their own cost.
- g) The vendor shall indemnify BHEL against any compensation that may arise out of any injury or death to any person deputed by the vendor.
- h) Vendor to ensure all legal act and statutory compliance including Minimum Wages Act.

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6. TECHNICAL SPECIFICATIONS

6.1. SCOPE OF WORK

6.1.1. Facility Management Services (FMS): This shall include complete on-site support in the form of trained manpower to be stationed (full-time) by FMS vendor at purchaser's premises for resolving IT related issues (including Networking) by co-ordinating with the OEM/ Vendors of Customer IT machines. This excludes supply & replacement of faulty parts by the FMS Vendor himself.

Annual Maintenance Contract (AMC): This generally includes replacement of defective parts/ replacement of whole units along with On-site support through trained manpower.

However, the complete scope of work shall be read along with the all other clauses mentioned in the tender document.

6.1.2. To provide Facilities Management Services (FMS)/ Annual Maintenance Contract (AMC) for IT infrastructure at various Power Sector divisions, presently located at (i) BHEL House, Sirifort, New Delhi (ii) Kribhco Bhawan, A 8-10, Sector 1 Noida and (iii) Advant Navis business park, Sector 142, Noida (iv) Mindmill Corporate Tower, Plot No. 24A, Sector-16A as per following: -

6.1.3. AMC AND FMS for hardware as well software for items listed at **Annex I.**

6.1.4. AMC for Items listed at **Annex II.**

6.1.5. FMS for items under operating lease/ of other equipment supplier(s) listed at **Annex III.**

6.1.6. Optional Items/ services listed at **Annex IV**, which may be requested by BHEL during the Contract period.

6.2. DETAILED SCOPE OF WORK: -

6.2.1. The Service provider scope shall include the Hardware maintenance and its uptime on turnkey basis, for the items listed in Annexure I. The scope (FMS

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+ AMC) shall include supply/ installation of new hardware / software against the failed/ defective items along with its configuration. The replaced part / item shall be new and the make and specification shall be of same / equivalent / higher configuration as that of the original part / item.

For the items listed in Annexure II, the scope shall include supply/ installation of new hardware against the failed/ defective items along with its configuration. The replaced part / item shall be new and the make and specification shall be of same / equivalent / higher configuration as that of the original part / item.

For the items listed in Annexure III, which are under the operating lease, in case of the hardware problem or issues, the FMS contractor shall be responsible for logging the complaint with the Leasing company/ OEM and follow up for its timely resolution.

6.2.2. General (Common for items listed in Annexure I, Annexure II and Annexure III). The scope of the Contractor shall also include:

- 6.2.2.1. To ensure trouble free integration and uninterrupted connectivity of all the Hardware to the LAN and other required networks. The FMS Contractor shall work in coordination with other departments of BHEL/ their respective Contractors for resolving inter system problem.
- 6.2.2.2. To ensure uninterrupted connectivity of LAN and other required networks. The FMS Contractor shall work in coordination with other departments of BHEL / their respective Contractors for resolving inter system problem.
- 6.2.2.3. Integration/ connectivity of new H/W acquired during the period of the contract through intranet / internet to any new system / server of the own department and other departments of BHEL.
- 6.2.2.4. Time shall be the essence of the Contract.
 - a) All Minor calls are to be attended and resolved within the same day.
 - b) All Major calls (wherein the part replacement is required) are to be attended and resolved within 2 full working days excluding the day in which the call is logged.

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- 6.2.2.5. In order to make the machine / system operational in shorter time to meet the user's requirement, contingent arrangement may be made, including using other available equipment/ components, laying temporary cable etc. The Contractor shall effectively plan for contingencies to ensure uptime.
- 6.2.2.6. The Contractor shall post at least one Qualified Resident Engineer(s) at:
- a) BHEL House, Sirifort, New Delhi (BHEL Dept Name - PS Mktg, MSX)
 - b) PS-SSBG, A 8-10, Kribhco Bhawan, Sector 1, Noida, and (BHEL Dept Name - SSBG, MSX)

The Resident Engineer posted shall have completed at least 1-year certification course in electronics/ computers/ hardware/ networking and shall have at least 36 months experience of providing support on the supplied equipment. He should have adequate knowledge in the field of networking of computer systems. The CV of all Resident Engineers shall be got vetted from BHEL. In case the Engineers posted at the site are not able to address a complaint, same shall be escalated to the senior Engineers of the contractor or OEM or expert agency handling such issues, so as to resolve the problem in specified time. (Details at Clause no. 6.2.4).

However, AMC services are to be provided as and when required to the following location: -

- a) BHEL House, Sirifort, New Delhi (BHEL Dept Name - PS Mktg, MSX)
 - b) Kribhco Bhawan, A 8-10, Sector-1, Noida (BHEL Dept Name - SSBG, MSX)
 - c) Advant Navis business park, Sector-142, Noida (BHEL Dept Name - HBG, MSX)
 - d) Mindmill Corporate Tower, Plot No. 24A, Sector-16A Noida (BHEL Dept. Name - NBG)
- 6.2.2.7. To provide seamless support for 8 hrs (9 am to 5.30 pm with 30 min lunch break) in a day to user. In case of critical situations, services shall be provided beyond 5.30 pm and on holidays with availability of atleast one Engineer. Upto 10 additional hours a month, no extra payment shall be made. In case of requirement of more than 10 hrs a month, Contractor shall be compensated at

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the price identified in the Contract for which the bidder should quote in the Price Schedule 4 of Price Bid.

- 6.2.2.8. Data recovery in case of loss due to deficiency in the Services in the FMS/ AMC Contractor's shall be done at no extra cost.
- 6.2.2.9. The Contractor shall also be required to provide various optional/ additional items/ services as per **Annexure IV**.
- 6.2.2.10. In case any faulty item under AMC requires replacement, the same shall be undertaken by the contractor without any additional charges, except for the items explicitly specified under 'exclusions' clause 6.2.6 and under optional items list as per Annexure IV.

6.2.3. OTHER TECHNICAL SUPPORT

Following functional areas are to be covered by the call-coordinator at the helpdesk provided by the vendor:-

- a) Extending Telephonic support to resolve minor problem.
- b) Assigning call to Engineers. In addition Engineers should also be assigned mobiles enabling direct contact with them by System manager.
- c) Escalate the call if required for specialist support at no extra cost.
- d) Tracking of call status on day to day basis.
- e) For all the items, the contractor has to maintain a proper record of the issues / complaints / logs / replacements, etc. during the course of the contract.
- f) Co-ordination with BHEL's Anti-Virus vendor.
- g) RE to also provide telephonic IT support for BHEL'S concerned Offices/centres/divisions across India.

At any given point of time, the call report log of all the calls logged on weekly/ monthly should be available to the coordinator from BHEL's side.

The log should contain details of following:-

- a) Total Call Received on any month/year
- b) Response Time
- c) Nature of call
- d) Complaint description
- e) Status of recurring problems and steps undertaken to prevent them.
- f) Services to LAN/ WAN (in case of email & internet) along with fine tuning activities like disk cleanup, Disk Defragmentation, scanning of

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memory chips for RAM errors, Registry recovery, Preventive maintenance etc.

- g) Signature of user after satisfactory resolution of issue/complaint

6.2.3.1. Asset Management

- a) Inventory of Hardware including those taken out of service
- b) Physical audit of changed inventory status every month with user name
- c) Spares replaced as well as parts going out for repairs are to be recorded separately
- d) Inventory management of PC's, Printers & other IT H/w & s/w.
- e) Services for Add/ move/ change/ upgrading of h/w & s/w.
- f) Inventory management of upgradation
- g) Desktop software license tracking
- h) Inventory management of consumables

6.2.3.2. Network Management

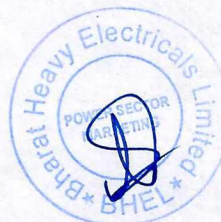
- a) Fault Management
- b) Configuration management like installation/updation of drivers of network interface cards and server configuration as & when required.
- c) Network performance analysis using software tools and hardware tools like penta-scanning when required.
- d) Network security audit (as and when required) and formulation of security policy in consultation with user.
- e) To manage LAN accounts, Active Directory, creation of ID, transfer and changes.
- f) Proper cabling management and ensuring proper network links. Minor LAN cabling jobs required for solving cabling issues, including minor extensions like I/O port replacement, crimping, patch cords etc.

6.2.3.3. Server Management

- a) Server management with rest of LAN using proper network equipment (hubs, switches etc.)
- b) OS administration & User ID/ login Management
- c) Loading and Re-loading of operating system on Server when necessitated by hardware failure or software corruption.
- d) Resolving configuration errors, route management etc.
- e) Email system management including connectivity between mail server, clients, gateways
- f) Server Data Security

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6.2.3.4. Business Continuity Services and day to day trouble shooting and operations

- a) Assistance in Backup and storage management strategy i.e. Periodic/Daily Back-up reminders to users involved in critical operations and server
- b) Assistance in Disaster Recovery Planning & identification of sources of disaster to IT infrastructure

6.2.3.5. Scope of maintenance

Scope of maintenance during the period(s) of maintenance contract shall be as follows:

- a) Preventive maintenance shall be done regularly. Preventive Maintenance schedule shall be furnished by the vendor and strictly followed.
- b) The scope of all corrective and preventive maintenance services shall include replacement of all defective / worn-out parts of each item / equipment or the whole of the item / equipment if the situation so demands, (except those listed in exclusions' clause 6.2.6). Parts replaced shall be either of the same make and model / specifications or equivalent.

6.2.4. HUMAN RESOURCES

In line with clause 6.2.2.6 the Resident Engineer(s) deployed by the contractor should report daily in the morning at PS-Marketing Office, BHEL Asiad, Sirifort, New-Delhi and PS-SSBG Office, BHEL, Kribhco Bhawan, A 8-10, Sector-1, Noida, as per office timings and on holidays in case of urgent requirements. Suitable replacement shall be provided by the contractor in case the Resident Engineer is on leave.

In case more than 4 complaints in a month remain unattended for 72 hours or more, BHEL shall have the right to demand replacement of the Resident Engineer.

It may please be noted that frequent changing of Resident Engineers at site is to be avoided by the contractor (In any case not more than two times

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a year). In case of any anticipated change another Engineer should be posted one week in advance for smooth transition of operations.

6.2.5. SHIFTING OF EQUIPMENT FROM A LOCATION TO OTHER LOCATION(S)

In case of shifting of entire/ part of the users to a new location, either within the building or outside the building, the contractor / vendor shall be responsible for supervising shifting of IT equipments and facilitate the same in a safe and secure manner. However, the necessary resources such as labour, packaging, transport facility, etc. shall be provided by BHEL. In case of partial shifting of the users to another building/premises, an additional engineer has to be provided at the new location(s). The additional charges for placement of additional engineer shall be quoted in Price Schedule 4.

6.2.6. EXCLUSIONS:-

The AMC scope of supplies of machines listed in Annexure I&II shall be exclusive of supply of the following hardware items: UPS batteries, Toner cartridges and part/s damaged due to mishandling, Consumables like Printer's Fuser kit, Imaging Unit, Teflon coating, Laptop Batteries, Scanner Lamp, Scanner Glass top & Rubber parts. However, items listed in Annexure –IV may be supplied at extra cost, the price for which is to be quoted in Price Schedule 4.

All other items are deemed to be included under AMC contract.

6.2.7. CHANGE IN SCOPE/ QUANTITIES

During the contract, in case any item is withdrawn from the scope of service by BHEL, the maintenance contract for the same shall be short-closed on pro-rata basis. Similarly, BHEL may add new items in the FMS/ AMC or shift from FMS scope to AMC scope or vice versa, subject to a max variance of +/- 20% of the P.O. value. The rates identified in the Contract for similar item, shall be applicable for these additional items.

6.2.8. ADDITIONAL FACILITY REQUIRED IN FUTURE ON IT EQUIPMENT

In case any additional facility is required on the IT equipment requiring upgrade the Vendor/ Lessor shall provide the same at mutually agreed terms.

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7. SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

7.1. SYSTEM AVAILABILITY:

7.1.1. Vendor will ensure a minimum up-time of 97% during the working hours on daily basis for each equipment (PC/ UPS/ Printer/ Laptops) individually.

However, in case of Server(s), 100% availability is essentially required on 24x7 basis and any issue pertaining to the Server(s) (even during non-working hours / days) shall be addressed on utmost priority.

7.1.2. Availability of each equipment shall be calculated on quarterly basis. If a particular Hardware, say a UPS, of the System is down, equipment to which it is connected shall also be treated as down, unless a replacement is arranged by the contractor.

7.1.3. If any equipment is not operating to its full specifications, it shall be treated as down for the purpose of computation of its availability.

7.1.4. For any equipment which is available for less than 97% during any quarter, deductions shall be made from its amount payable for that quarter as per the clause 7.3 below. However, downtime shall not be counted for problems arising due to the equipment (H/W & S/W) from reasons not attributable to the vendor.

7.2. COMPUTATION OF AVAILABILITY

The availability A (%) for any equipment /System (PC/ UPS/ Printers/LAPTOP/ software facility/ Server) during a quarter shall be calculated as follows:

$$A = \frac{\text{Total working Hours} - \text{Total down time in Hours}}{\text{Total Working Hours}} \times 100$$

Total working Hours = Total no. of BHEL working days during the period under consideration X 8.

Down Time = Difference in working Hours between time of fault rectification and time of reporting of fault.

Total down time = Cumulative down time for an equipment during the period under consideration.

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Down time is considered only during BHEL working days from 9 a.m. to 5.30 p.m. excluding the lunch interval from 1 p.m. to 1.30 p.m.

7.3. DEDUCTIONS

7.3.1. If availability of any equipment/ software facility during any quarter is less than 97%, deductions shall be made for the equipment/ software facility for the period under consideration, deduction factor (D) shall be worked out as per following formula:

$$\text{DEDUCTION FACTOR (D)} = \frac{C \times (97 - A)}{100}$$

Where,

C = Quarterly cycle basic cost of Equipment/ item as per the Price Schedule.

A = Percentage availability of the Equipment/ item during the quarter under consideration.

Deductions will be made in case the availability falls below 97 % as per table given below:

% Availability A	Deductions
Upto 97 %	No deductions
Less than 97% and equal or more than 94 %	Two times D (2xD) of equipment
Less than 94% and equal or more than 91 %	Three times D (3xD) of equipment
Less than 91% and equal or more than 80 %	Four times D (4xD) of Equipment
Less and equal to 80%	Whole of payable quarterly charges of System will be deducted.

NOTE:

For the purpose of deductions, PC/ UPS/ Printers/ LAPTOP/Servers Software facility in the contract will individually be considered as equipment with following exceptions:-

- Servers: Downtime should be calculated for all the machines connected to the servers.
- If UPS is down then the computer connected to the UPS shall also be considered as down.

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