



BEML LIMITED

(A Govt.of India Mini Ratna Company under Ministry of Defence)
District Office: BEML Limited, 3 - Burnpur Road, Asansol, Dist. - Burdwan,
ASANSOL – 713304, West Bengal.
Phone: 0341-2252480, 2252870 Fax : 0341-2250601

Tender Enquiry (Bid invitation No - 6300028169)

Sub.: Tender Enquiry for Comprehensive Annual Maintenance Contract of IT

BEML District office, Asansol, invites quotations Through **e-mode** in Two-Bids System from Authorized Service Provider of HP, Dell, Lenovo etc. for the Comprehensive Annual Maintenance Contract of IT Equipments installed in District Office: BEML Limited, 3 - Burnpur Road, Asansol for 02 (two) years on turnkey basis. The detail Scope of Work Specification of Hardware, Software & Net Working Component as per **Annexure A - Scope of Work, Annexure B - Price Bid, Annexure I - General Terms & Conditions and Annexure II - Special Terms & Conditions.**

Bidder can visit above Office for inspection of IT Equipment before submission of their offer

The Service Provider has to submit the quote in Two Bids in BEML SRM e-procurement system viz.,

Bid Submission Start Date 24.06.2019 at 18.00 hrs
Bid Submission Closing Date 15.07.2019 at 15.00 hrs
Bid Opening Date 15.07.2019 at 16.00 hrs

I: Technical Bid

Part A: Submission of EMD (Manual mode).

Original demand draft for Rs. 1200/- (Rupees One Thousand Two Hundred only) towards EMD have to be submitted in person in a sealed cover in the following address, so it has to reach by 12.00 hrs on 15.07.2019. Super scribe the envelope "**Bid invitation No - 6300028169**".

District Manager
BEML Limited
3, Burnpur Road,
Asansol -713304.

(Envelopes as above received within due date & time will be opened in presence of Bidders, who wish to be present on closing date i.e. **15.07.2019 @ 15.00 hrs** at the above venue. The Bids of the tenderers whose envelopes containing above EMD DD received after Closing Date & Time will not be considered)

Bids submitted without receipt of DD in time towards EMD as above will be rejected.

EMD amount (without any interest) will be returned to the unsuccessful bidders once the contract is finalized. In case of successful bidder, the EMD amount will be adjusted against security deposit as deemed fit (if required).

Annexure A, I & II: Technical Bid : (To be submitted through e-mode on BEML SRM system)

The following documents as per relevance are to be uploaded on Collaboration folder.

a) Service Provider should have experience of **at-least 03 years experiences in the similar type of work** and having Comprehensive Annual Maintenance Contract of IT Equipment, preferably in government sectors. Bidder has to submit work order and Work Completion Certificate of last 3 years with technical bids. The bidder should have trained technician who can well equipped about the maintenance and repairs of IT equipments.

b) Service provider has to monitor the IT equipments on regular basis and periodical maintenance on monthly basis apart from breakdown call as and when required.

c) Scope of work includes monitoring/upkeep of IT equipments on regular basis, Maintenance of Hardware and Soft ware system of computers , rectify the Damaged parts and replaced with new parts which includes Monitor, Mother Board, Hard Disk etc. and excludes Printer Head, maintenance free Battery, Outer Body and consumables viz. Tonner, Cartridge, Ribbon, Reloading of operating system , MS office , restoration of Data with internet connectivity , reloading of software maintenance and operating of LAN etc and service for all kind of software solution.

c) Acceptance of all tender terms & scope of work [Signed copy of the tender document to be uploaded on the system (Technical Bid)]

d) If required, bidder can visit the office to access the working condition of IT equipments before the submission of bids.

II. Price Bid, Annexure - B: (To be submitted through e-mode on BEML SRM (system)

The following details are to be uploaded on the system

Bidder should quote for the following

Item-wise rate for 02 (two) years in the column given in the line item (Price Bid).

Please enter the prices in item data in the system against each item as specified in **Annexure-B**.

All charges such as travelling expenses, boarding & lodging & other related charges to be borne by the agency i.e. the quoted prices shall be all inclusive prices except Service Tax. Technical Bid will be opened and after due technical evaluation, Price Bid will be opened only for technically qualified bidders with an intimation to the qualified bidders. Price bids will be evaluated on L1 basis by arriving lowest landed value of the price bid item

NOTE: Please note that as per the directives from Ministry of Defence, Class 3 Digital Signature is mandatory for submission of bid on our e-Procurement system. System will not accept Class 1 or Class 2

Digital Signatures. Please note that activation of the Digital Signature Token in our system happens after 12.00 midnight from the Start Date of the validity, i.e. the next date after the Start Date of the validity. Hence in case you are getting a new Class 3 Digital Signature Token or arranging renewal of the existing Class 3 Digital Signature Token, it is advisable to get the same at least two days before the due-date of the tender. In case of any queries on Digital Signature or submission of bid in the system, please contact

BEML SRM Team on 080-22963269, 080-22963141 or e-mail to admin.srm@beml.co.in.

**Thanking you,
District Manager
BEML Limited
3, Burnpur Road,
Asansol -713304.**

Annexure – A

Comprehensive Annual Maintenance Contract of IT Equipments installed in BEML District Office, Asansol & Rajmahal for 02 (two) Years Scope of Work & Instructions to the bidders for Comprehensive Annual Maintenance Contract of IT Equipments:

1. The Comprehensive Annual Maintenance Contract is inclusive of cost of Spare Parts.
2. **Work Places:** 3, Burnpur Road, Asansol-713304 and BEML Consignment Stores Rajmahal.
3. During the contract period, if required, BEML has right to enter into the contract for other BEML Offices in the same Rate and Terms & Conditions, if agreeable, by the bidder.
4. **Spares Cost:** During the period of Comprehensive Maintenance Contract, the Service Provider has to replace failed part **FREE OF COST** with OEM spares (in case OEM spares are not available then with higher end of spares) which are applicable to respective equipments covered under the contract
5. **Change in Scope / Number of IT Equipments:** During the contract period if, any of the IT equipments under Comprehensive Annual Maintenance Contract replaced with new one, Comprehensive Annual Maintenance Contract charges will not be applicable for those IT Equipment during the warranty period of new equipment. However, if any desktop, laptop, printers replaced with old desktop, laptop, printer no extra charges for AMC is applicable.
6. **Maintenance Staff :** Service provider has to depute well qualified and experienced staff and they should have adequate knowledge to carry out the maintenance work. Service Engineer to visit our office for Preventive Maintenance once in months, apart from breakdown call.
7. **Response Time :** Service Provider has to depute their engineer in case of breakdown call within 2 to 4 hours in all working days or in case of holidays next working day by 10.00 AM.
8. **Security Deposit (Bank Guarantee) :** The Service Provider has to submit Bank Guarantee or Demand Draft @ 10% of Work Order Value for the whole period of contract plus 03 months i.e. 27 (Twenty Seven) months from the date of commencement of work.
9. **Deputation Liability :** BEML will not be responsible for any injury, damages etc., if caused to the Service Provider's assets or personnel while carrying out maintenance activity at BEML premises. The necessary compensation should be borne by the service provider directly.

10. **Validity of Rates :** Rates quoted by the bidders shall remain firm for the entire period of the contract and no variation/revision on account of market price fluctuation shall be allowed.

11. **TDS** as applicable will be deducted and necessary deduction certificate will be issued by BEML. Service provider shall submit their bills to BEML's designated location duly certified by head of office at the location.

12. **Risk Purchase Clause:** Risk Purchase clause is applicable.

13. **Penalty Clause:** Bidders are liable to be charged penalty @ 10% of annual charges Max upto Rs 10,000.00 in case of faulty services as deemed suitable by BEML.

14. **Confidentiality:** Bidders shall not divulge any information with regard to goods and documents etc. to any person or agency without express permission from BEML. In any such event the contract will automatically stand cancelled.

15. **Right of Buyer :** BEML reserves the right to partially or totally accept or reject any/ all bids without assigning any reason whatsoever. BEML also retains the right to allot the requirement to more than one bidder or consolidate the requirements among one or more bidders.

16. **Termination:** In the event of any breach by the bidders of any condition or in the event of any misconduct on the part of the bidders or on the part of his employees, BEML shall be entitled to terminate this agreement forthwith without giving any notice.

17. **Jurisdiction:** No legal proceeding to enforce any claim and no suit arising out of this contract shall be instituted except in court of complaint jurisdiction located in Asansol.

18. **Buyer Quality Programme:** a) Quality is of paramount importance to BEML. b) All Service Providers must have a documented quality program and a total quality management philosophy for all aspects of their business. c) Service Providers should promote a philosophy of continuous improvement throughout their organizations.

19. **Service Requirements :** i) In case of breakdown of any equipment which needs time for rectification, Service Provider has to replace the same with standby equipment / spare part till the time original equipments/parts is not rectified. ii) Contract will cover both preventive and corrective maintenance of the equipments and will include supply and replacement of parts including Network Components viz., Hubs and switches. Service Provider to maintain proper log book to record the same. iii) Continuous breakdown at any site should not exceed 24 hours after reporting the same to Service Provider.

iv) In case of any type of breakdown of system, service provider will be responsible for (a) loading of Operating System and Utilities till system works satisfactory (i.e. formatting the System. (b) Data backup and data restoration, (c) Configuration of modem, router and switches, (d) Outlook configuration, outlook data backup, outlook data restoration,(e) Necessary arrangement for taking data backup (i.e external hard disk or other suitable device), (f) Installation of Printers and (g) Any other system related miscellaneous work.

20. **Volume of Business:** a) Total volume of business projected in **Annexure B** is more or less firm. However, the Computers, Laptops, Printers, Switches, Modem, Router and any other networking components etc. may be Increased / Decreased during the contract period and hence payment may be

made accordingly. b) However, equipment specifications may change during the pendency of the contract and same may have

effect in total value of contract on either side.

21. **Payment Terms:** Quarterly payment at the end of the every three months on submission of original Tax Invoices will be made and delay in submission of Invoices beyond one month will not be accepted

**District Manager
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Annexure B

Price Bid (Price Bid)

Bidder has to quote the rate inclusive of taxes in the column in price bid only. No rates to be quoted in the technical bid.

(Rate in Rs. for each item for 2 Years)

SINo.	Description	Rate in Rs. for 2 Years
1.	AMC Charges for 14 Nos Desktop PCs (Various Make)	
2.	AMC Charges 2 Nos Laser Printer (Various Make)	
3.	AMC Charges for 2 Nos Dot Matrix Printer (Wep Make)	
4.	AMC Charges for 1 No Printronix Line Printer (Wep Make)	
5.	AMC Charges for 1 No Wall Mounted Switches (LAN HUB with twenty port along with full 20 connection maintenance including wire)	

L1 WILL BE DECIDED ON THE BASIS OF TOTAL QUOTED PRICE FOR ALL THE FIVE ITEMS FOR 02 YEARS PERIOD.

Annexure I

General Terms & Conditions:

(i) ARBITRATION:

For PSUs: In the event of any dispute or difference relating to the interpretation and application of the provisions of this Agreement, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator in Department of Public Enterprises to be nominated by the Secretary to the Government of India, in charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such Award may make further reference for setting aside or revision of the Award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Addl. Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of Arbitration as intimated by the Arbitrator.

For firms other than PSUs: This Tender /agreement shall be governed by and construed in accordance with Laws of India. Any dispute arising out of or in connection with this Tender/agreement shall be amicably settled between the parties failing which the same shall be referred to a sole Arbitrator appointed by the parties on mutual consent. The Arbitration proceedings shall be held at ASANSOL and shall be governed by the provisions of Arbitration and Conciliation Act, 1996 and the Rules framed there under from time to time. Courts at Asansol alone shall have jurisdiction in respect of any matter or dispute arising out of this Agreement”.

(ii) FORCE MAJEURE CLAUSE:

Notwithstanding anything contained in the Contract, neither the Supplier nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a ‘Force Majeure’ conditions which directly affect the

obligations to be performed by the Purchaser or the Supplier. Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities over which the Supplier or the acts on which the Purchaser has no control. The party claiming to be affected by Force Majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Supplier along with supporting evidence and so granted by the Purchaser for the supply/work affected, if any, shall not be

construed as waiver in respect of remaining deliveries .Not with standing above provisions, Purchaser shall reserve the right to cancel the order/Contract, wholly or partly, in order to meet the overall delivery schedule and make alternative arrangements including arrangements with third party for completion of deliveries and other schedules. Purchaser may takeover partly processed material at a mutually agreed price.

(iii) APPLICABLE LAWS AND JURISDICTION OF COURTS:

Indian laws both substantive and procedural, for the time being in force including modifications thereto, shall govern Contract. The competent Indian courts shall have sole jurisdiction over disputes between purchaser and the Supplier.

(iv) INTELLECTUAL PROPERTY RIGHTS; LICENSES:

If any Patent design, trademark or any other intellectual property rights apply to the delivery or accompanying documentation, Purchaser shall be entitled to the legal use thereof free of charge by means of a non-exclusive, worldwide, perpetual license. All intellectual property rights that arise due to the

execution of the delivery by the Supplier and by its employees or third parties involved by the Supplier for performance of the agreement belong to Purchaser. The Supplier shall be obligated to do everything necessary to obtain or establish the above mentioned rights. The Supplier guarantees that the delivery does not infringe on any of the intellectual property rights of third parties. The Supplier shall also be obligated to do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of any (alleged) claims by third parties. The Supplier shall indemnify the Purchaser against any (alleged) claims by third parties in this regard and shall reimburse Purchaser for any damages suffered as a result thereof. "The Supplier shall comply with all applicable Labour Laws, particularly Contract Labor (Regulation & Abolition) Act, 1970, ESI Act, Gratuity Act, Payment of Bonus Act, Payment of Minimum Wages Act, Provident Fund Act etc., and Rules framed therein from time –to- time and the Supplier shall indemnify the Company for any loss caused to it by reason of inaction, non-compliance etc., of the provisions of any Law by the Supplier".

(v) BRIBES AND GIFTS

Any bribe, commissions, gift or advantage given, promised or offered by or on behalf of the supplier or his partner, agent or servant or anyone on his or on their behalf to any officer, servant, representative or agent of BEML or any person on his or their behalf in relation to the obtaining or to the execution of or any other contract with BEML Ltd., shall in addition to any criminal liability which the supplier , may incur, subject the supplier to the cancellation of this and all other contracts with BEML and also for payment of any loss or damage resulting from any such cancellation to like extent, the supplier shall be liable for any loss which BEML may sustain on that account. Any question or dispute as to the commissions of any offence under the present clause shall be settled by BEML in such manner and on such evidence of information as they may think fit and sufficient and their decision shall be final and conclusive.

(vi) JURISDICTION

Courts at Asansol alone shall have jurisdiction to decide any issue/dispute arising out of the Arbitration or this Purchase Order in exclusion of all other Courts. However, jurisdiction of any other court may be accepted by mutual discussion and agreement by and between the Company and the Supplier.

(vii) DRAWINGS AND DOCUMENTS:

Drawings, technical documents or other technical information received by one party shall not, without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to third parties. The Supplier shall, as per agreed date/s but not later than the date of delivery, provide free of charge information and drawings which are necessary to permit the Purchaser to erect, commission, operate and maintain the product. All intellectual properties, including designs, drawings and product information etc. exchanged during the formation and execution of the Contract shall continue to be the property of the submitting party.

(viii) NON-DISCLOSURE AND INFORMATION OBLIGATIONS:

The Supplier shall provide Purchaser with all information pertaining to the delivery in so far as it could be of importance to Purchaser. The Supplier shall not reveal confidential information to its own employees not involved with the tender / Contract & its execution and delivery or to third parties. The Supplier shall not be entitled to use the Purchaser's name in advertisements and other commercial publications without prior written permission from Purchaser. Further to above, the supplier shall not divulge/share any data/information collected through the survey/findings of the survey to any person /firm. The complete process/assignment shall be treated as confidential.

(ix) DURING ARBITRATION

"Supplies under this Purchase Order, if reasonably possible, may continue by mutual agreement during the dispute / Arbitration proceedings".

(x) PROGRESS REPORT:

The supplier shall regularly inform the progress of work and in such form as may be called for by the Purchaser from time to time. The submission and acceptance of such reports shall not prejudice the rights of the Purchaser in any manner.

(xi) CONTRACT VARIATIONS: INCREASE OR DECREASE IN THE SCOPE OF SUPPLY:

Purchaser may vary the contracted scope. If the supplier is of the opinion that the variation in scope has an effect on the agreed price or delivery period, purchaser shall be informed of this immediately in writing along with technical details, and in the event of additional work, submit a quotation with regards to the price and delivery period and the effect this scope will have on the other contracts under execution by the supplier.

The supplier shall not perform additional work/ altered scope of work without the written instructions/amendment to the Purchase Order to that effect. The Purchaser also reserves its rights to decrease the scope of supply placed against Purchase Orders under due intimation to the supplier. Such decrease may be warranted due to defective goods or Policy Decisions of the Management of the Purchaser. And in such an event, the Supplier shall not have any claims or right against the Purchaser.

(xii) NON-WAIVER OF DEFAULTS

If any individual provision of the Contract is invalid the other provisions shall not be affected. The failure of BEML to insist upon performance of the Contract, to enforce any of the terms and conditions of this Contract or to exercise any right or privilege granted to BEML under this Contract or under law, shall not be construed as a waiver and the same shall continue in full force and effect.

(xiii) ASSIGNMENT OF RIGHTS AND OBLIGATIONS; SUBCONTRACTING:

The supplier is not permitted to subcontract the delivery or any part thereof to third parties or to assign the rights and obligations resulting from this agreement in whole or in part to third parties without prior written permission from Purchaser. Any permission or approval given by the Purchaser shall, however, not absolve the supplier of the responsibility of his obligations under the contract.

(xiv) INTEGRITY COMMITMENT IN THE EXECUTION OF CONTRACTS:

Commitment by Purchaser:

Purchaser commits to take all necessary steps to prevent corruption in connection with the execution of the Contract..

Commitment by the Contractor:

The Contractor (s) commit (s) to take all measures to prevent corruption and will not directly or indirectly try to influence any decision for the benefit for which he is not legally entitled. The contractor (s) will not commit any offence under the relevant Acts. The Contractor (s) will not use improperly, for purpose of competition or personal gain or pass on to others, any information or documents provided by Purchaser as part of business relationship. The Consultant (s) will not enter with other Firm (s) / Consultant(s) into any undisclosed agreement or understanding or any actions to restrict competition. If the Consultant(s), before award or during execution of the consultancy Contract commit(s) a transgression of the above or in any other manner such as to put his reliability or credibility in question, Purchaser is entitled to disqualify the consultancy contractor(s)

from the consultancy process or terminate the contract and / or take suitable actions as deemed fit.

Thanking You,

**District Manager
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Annexure II

Special Terms & Conditions:

1. Validity of offer should be 180 days.
2. Delivery : Immediate on awarding Work Order.
3. The Comprehensive Maintenance Contract Rate inclusive of cost of Spare Parts.
4. GST : As applicable
5. Service Terms : Service Engineer to visit our office for Preventive Maintenance once in months, apart from breakdown call.
6. Payment Terms: Half yearly payment at the end of the every six months on submission of original Tax invoices in triplicate will be made and delay in submission of Invoices beyond one month will not be accepted.
7. Work Places : 3 Burnpur Asansol 713304.
8. Spares Cost: During the period of Comprehensive Maintenance Contract, the Service Provider has to replace failed part **FREE OF COST** with OEM spares (in case OEM spares are not available then with higher end of spares) which are applicable to respective equipments covered under the contract.
9. Change in Scope / Number of IT Equipments: If required BEML has a right to increase or decrease IT equipments under Comprehensive Annual Maintenance Contract Period. If required existing desktop, laptop, printer will be replaced with the other desktop, laptop, printer without any extra charges during the tenure of the contract without assigning any reason.
10. Maintenance Staff : Service Provider has to depute well qualified and experienced staff and they should have adequate knowledge to carry out the maintenance work.
11. Response Time : Service Provider has to depute their Engineer in case of breakdown call within 2 to 4 hours in working days or in case of holidays next working day by 10.00 AM.
12. Security Deposit (Bank Guarantee) : The Service provider has to submit Bank Guarantee @ 10% of Work Order value from Scheduled Nationalized Bank for the whole period of contract plus 03 months i.e. for 27 (Twenty Seven) months from the date of commencement of work.
13. The contractor has to enter into agreement with BEML in Rs. 200.00 Non-Judicial Stamp Paper within 07 (Seven) days from the date of Work Order.
14. Deputation Liability: BEML will not be responsible for any injury, damages etc., if caused to the service provider's assets or personnel while carrying out maintenance activity at BEML premises. The necessary compensation should be borne by the service provider directly.
15. Validity of Rates : Rates quoted by the bidders shall remain firm for the period of the contract and no variation/revision on account of market price fluctuation shall be allowed. However the contract can be extended for certain period on mutual consent.
16. TDS as applicable will be deducted and necessary deduction certificate will be issued by BEML. Service provider shall submit their bills to BEML's designated location duly certified by head of office at the location.
17. Risk Purchase Clause : Risk Purchase clause is applicable.
18. Penalty Clause : Bidders are liable to be charged of financial handling charges in case of faulty services as deemed suitable by BEML.
19. Confidentiality : Bidders shall not divulge any information with regard to goods and documents etc. to any person or agency without express permission from BEML. In any such event the contract will automatically stand cancelled.
20. Right of Buyer : BEML reserves the right to partially or totally accept or reject any / all bids without assigning any reason whatsoever. BEML also retains the right to allot the requirement to more than one bidder or consolidate the requirements among one or more bidders.
21. Termination : In the event of any breach by the bidders of any condition or in the event of any misconduct on the part of the bidders or on the part of his employees, BEML shall be entitled to terminate this agreement forthwith without giving any notice.
22. Jurisdiction : No legal proceeding to enforce any claim and no suit arising out of this contract shall be instituted except in court of complaint jurisdiction located in Asansol (M.S.).

23. Buyer Quality Programme : a) Quality is of paramount importance to BEML. b) All Service Providers must have a documented quality program and a total quality management philosophy for all aspects of their business. c) Service Providers should promote a philosophy of continuous improvement throughout their organisations.

24. **Service Requirements :** i) In case of breakdown of any equipment which needs time for rectification, Service Provider has to replace the same with standby equipment / spare part till the time original equipments/parts is not rectified. ii) Contract will cover both preventive and corrective maintenance of the equipments and will include supply and replacement of parts including Network Components viz., Hubs and switches. Service Provider to maintain proper log book to record the same. iii) Continuous breakdown at any site should not exceed 24 hours after reporting the same to Service Provider.

iv) In case of any type of breakdown of system, service provider will be responsible for (a) loading of Operating System and Utilities till system works satisfactory (i.e. formatting the System. (b) Data backup and data restoration, (c) Configuration of modem, router and switches, (d) Outlook onfiguration, outlook data backup, outlook data restoration, (e) Necessary arrangement for taking data backup (i.e external hard disk or other suitable device), (f) Installation of Printers and (g) Any other system related miscellaneous work.

25. Volume of Business: a) Total volume of business projected in **Annexure B** is more or less firm. However, the Computers/Laptops, Printers etc. may be Increased / Decreased during the contract period and hence payment may be made accordingly

b) However, equipment specifications may change during the pendency of the contract and same may have effect in total value of contract on either side.

Thanking You,

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