



Bharat Heavy Electricals Limited  
 (A Government of India Undertaking)  
 BOILER AUXILIARIES PLANT  
 RANIPET – 632 406, INDIA

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### **WORKS CONTRACT MANAGEMENT**

<b>INVITING TENDER</b>	
Tender Notice No	9800004E DT: 23.06.2020.
Name of work	<b>Network Upgradation work at BHEL, Ranipet.</b>
Type of Bid	Two part Bid
Completion of delivery & Installation	Four Months from the date of placement of order
Period of contract	5 years (Lease) + 2 years (Maintenance)
Earnest Money Deposit (EMD) Amount	<b>Rs.1,27,000 / - (MSME bidders also have to pay EMD)</b>
Last date & Time for Receipt of the Tender	<b>16/07/2020 at 14.00 Hrs.</b>
Date of Tender (Technical bid) Opening	<b>16/07/2020 at 14.30 Hrs. onwards.</b>
<b>(Please obtain updated information from the BHEL website about the latest applicable dates &amp; other changes if any in the tender contents)</b>	
Date of Price Bid Opening/RA	Bidders whose technical bids are found acceptable will be intimated separately about the status of their offers and the date of opening of Price Bid/RA.
Place of submission of Tender	Tender Box Placed in WCM Department (Engineering Building – Ground Floor), BHEL –BAP- Ranipet – 632 406.
Address on the Sealed Tender Cover to be:	<b>SENIOR ENGINEER /WCM, ENGG. BUILDING –GROUND FLOOR (WESTSIDE), BHARAT HEAVY ELECTRICALS LIMITED RANIPET, VELLORE DISTRICT TAMIL NADU– 632 406.</b>
Venue of the Tender Opening	WCM DEPARTMENT
<b>Note:</b>	
<ol style="list-style-type: none"> <li>1. The Tender documents can be down loaded from BHEL website (<a href="http://www.bhel.com">http://www.bhel.com</a>)/tender/list_tender.php) and also in Central Public Procurement Portal (CPP) website: <a href="http://eprocure.gov.in/epublish/app">http://eprocure.gov.in/epublish/app</a></li> <li>2. BHEL reserves the right to accept or reject any or all tenders without assigning any reasons whatsoever.</li> <li>3. All corrigenda, addenda, amendments, clarifications etc. to tender specification will be hosted in the web pages (<a href="http://www.bhel.com">www.bhel.com</a>) &gt; Tender notifications &gt; view corrigendum) only and not in the news papers. <b>Bidders shall keep themselves updated with all such developments.</b></li> <li>4. BHEL reserves the right to reject any tender on the basis of unsatisfactory performance of the bidder in any on going job or any similar job in the past.</li> <li>5. <b>Pre-Bid meeting shall be held on 07.07.2020 at 10:00 AM through VC. Who are interested to participate in pre-bid meeting, please send email to <a href="mailto:a.mahesh@bhel.in">a.mahesh@bhel.in</a> on or before 06.07.2020, 14:00hrs.</b></li> </ol>	

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## **SCOPE OF WORK**

### **1.0 Brief Scope of Work:**

1. The vendor shall Supply, Install, Integrate, carry out Tests, Commissioning of Switches, modules and other necessary components including Operating Systems and other software at Primary Site & Secondary Site of BHEL Ranipet complex as per technical specifications & requirements of this tender. Movement inside factory, including lifting to requisite floor is responsibility of vendor.
2. The vendor shall supply and install all cables, adapters, power cords and any other interconnects required by the systems to meet the specification. The vendor shall carry out all electrical and systems interfacing pertaining to equipment at Primary site and Secondary Site as per the best international standards and practices.
3. Arranging requisite tools, measurement equipment and resources required for installation and commissioning of the hardware, software and other equipment is the responsibility of the vendor.
4. All software to be provided as part of the solution should be licensed to "Bharat Heavy Electricals Limited - Ranipet". All documents, manuals, administration manuals and software CD/DVDs, hardware/software license details shall be submitted to BHEL before commissioning the systems. All software shall come with at least two sets of CDs/DVDs, etc. or the Software Product should be electronically downloadable from OEM website.
5. The vendor shall ensure that none of BHEL's equipment/structure/setup gets damaged during commissioning and operations of the supplied equipment. Any damages, if caused to BHEL's property due to Vendor's activity/negligence or the operations of the equipment, shall be rectified, repaired by the vendor at their own cost.
6. Maintenance of the hardware, software and other equipment throughout the lease period as per the service level agreement.
7. The products those have reached the end-of-life need not be offered. Products offered should have minimum 7 years' lifetime in the OEMs roadmap.
8. Insurance of the hardware, software and other equipment during the duration of the contract shall be ensured.

### **1.1 Installation and Commissioning:**

The Vendor shall install the hardware, software and other equipment as per the requirement. Installation and commissioning includes but not limited to

- 1) Inventory & configuration, verification against ordered specification
- 2) Perform power on self-test
- 3) Installation of OS
- 4) Assign IP address
- 5) Establish LAN connectivity
- 6) Configure VLANS & VTP
- 7) Perform system verification test
- 8) Mounting into the rack
- 9) Configuration of trunks/ Ethernet channels wherever required
- 10) Configuration of HSRP/VRP
- 11) Enabling/ Configuring security features like port security, BPDU guard, root guard etc.,
- 12) Enabling/ Configuring performance features like port-fast, link fast, backbone fast etc.,
- 13) Configuring ACLs, QoS etc.,
- 14) Enabling / disabling Telnet, SSH, HTTP, SNMP, Syslog etc.,
- 15) Integration of existing L3 switches (CISCO 3650) with the core and distribution switch. Necessary configuration changes for integration is in the scope of vendor.

Any equipment, fitting, material, software or supplies which may not be specifically mentioned in the specifications but which are necessary for carrying out the contract works within the scope of the tender are to be provided for and rendered to by the vendor. Such items not quoted by the vendor, if found necessary during execution of the contract, shall have to be supplied at no extra charge by the vendor.

The vendor shall demonstrate the following fail-over scenarios as part of the installation and commissioning:

1. Fail-over test of core and distribution switches.
2. High availability features.
3. Integration with BHEL's existing network with proper security.
4. Demonstration of RAS features.
5. Any other scenario not covered above but envisaged in the BCP plan.

If the Vendor fails to demonstrate these scenarios, supplied equipment will be rejected without any cost implication to BHEL.

## **1.2 Documents to be submitted during Commissioning**

On successful installation of the equipment and configuration of individual components and the solution as a whole, the Vendor shall submit the following documents as part of the commissioning:

1. Newness certificate for all items.
2. Configuration detail for switches – name, IP address, OS version, etc.,
3. Installation documents, as built drawings for IT infrastructure.
4. Network diagrams / cabling scheme.
5. Security scheme for entire solution.
6. Clustering and failover details.
7. Performance Bank Guarantee
8. Insurance documents for all the item

On completion of the installation, commissioning and submission of the above documents, the Vendor shall carry out Performance Guarantee Tests of the supplied hardware & software as given below:

## **1.3 Performance Guarantee Tests (PG Tests)**

1. The Performance Guarantee Test shall start after installation and commissioning of all the Hardware & Software at specified location. The Performance Guarantee Tests (and repeats of such tests limited to a maximum of two) shall be the primary responsibility of the Vendor, but shall be conducted with the full cooperation of the BHEL to ascertain whether the supplied System meets the standard of performance and complete functionality as specified by BHEL.
2. The performance test will be done simultaneously for all the switches, after successful completion of installation and commissioning. PG test shall be conducted for ascertaining the

performance of switches against the benchmark submitted by bidder for switches. The Performance Acceptance Tests shall be conducted by Powering Up and continuous operation of all the systems on a 24x7 basis to ascertain that all components of the solution are working in the desired fashion individually and together.

3. If the system is found to be lacking in meeting Performance Guarantee Test even after 2 extensions, the supplied equipment is liable to be rejected. In case the failure is due to any other reasons not attributed to the Vendor, results will be considered.
4. All BCP tests shall be carried out as a part of PG test. It shall also be demonstrated that all the traffic between switches goes through the dedicated network. In case of any disturbance in the user network, the BCP should be repeated.
5. Beyond the acceptable limits of PG parameters, the supplied equipment is liable to be rejected.

#### **1.4 Commissioning Certificate**

BHEL will issue a Commissioning Certificate on successful completion of Performance Guarantee Tests of all the Hardware & Software.

#### **1.5 Lease Agreement (LA)**

Based on finalized terms and conditions, BHEL will consider signing of Lease agreement ONLY with vendor after placement of LOI.

#### **1.6 Training:**

##### **Training at BHEL, Ranipet premises:**

The Vendor shall provide following training at BHEL, Ranipet premises on the procured switches. The training course shall be structured and supported by programmed illustrations, video, charts, etc. The training shall be conducted using experienced certified personnel only. The Vendor shall provide extensive lecture notes, handouts and other training documentations. The boarding and lodging of trainer faculty will be responsibility of the Vendor.

Training schedule date shall be mutually discussed and agreed upon.

System Administration for 5 persons for minimum period of 10 days in Switches.

#### **1.7 Business Continuity plan:**

Vendor shall submit a detailed BCP plan at the time of implementation. A detail restoration plan to startup a failed site shall be envisaged. All the necessary resources, software, program, etc. required to carry out the Business Continuity Plan shall be included in the scope of supply. The general guidelines are as follows:

**Disaster Recovery Management**

S.No	Solution
1.	A detailed plan and procedure for business continuity in the event of failure of core switch at one site
2	A detailed restoration plan to restore to original configuration after the failed site is set right.
3	Five BCP drills (one per year) to be performed during the entire Lease Period (after commissioning). The time and duration of BCP drills shall be mutually agreed.
4	One full BCP drill is to be performed during Performance Guarantee Test. (Before commissioning).

**BCP Drill:** Activities described in the BCP plan are to be carried out periodically to ensure preparedness to meet any risks.

#### **1.8 Special Clauses:**

Make, Model, Product No and Details of each Item must be mentioned clearly.

All hardware and software supplied shall be NEW and newness certificate from OEM shall be furnished.

BHEL will not be responsible for any misinterpretation or wrong assumption by the vendor. It is vendor responsibility to obtain any clarifications before submission of offer.

All the Items must be supplied in full and complete.

All components shall be rated for 24x7x365 operation.

The Vendor shall provide all other hardware and software items that are not explicitly mentioned herein, but are required by the Vendor to full-fulfill the intended specifications and to meet the functionality mentioned in the bid.

The indicated specification parameters are the minimum requirement and item with higher rating will be acceptable.

No item shall be offered whose end-of-sale has been declared by the OEM or has been declared to be under phase out.

Proper documentation, labeling and tagging shall be carried out for all the equipment's used in the entire landscape for easy management and maintenance.

The following documents shall be provided for all hardware, software and other equipment

User manual.

Administrator Manual.

Complete documents for maintenance.

Error Handling and troubleshooting manual.

Source Code for scripts used.

Documenting proof that all software Licenses are in the name of BHEL.

Safety and Standard Operating Practices manuals

Startup and shutdown procedure for switches supplied shall be furnished by the vendor

### **1.9 Service Level Agreement (SLA)**

1. As the equipment will be used for running mission critical ERP applications, the vendor shall provide an uptime of 99% on all hardware & software products on monthly basis.
2. If the availability of the systems, or part thereof, is below 95% on monthly basis, continuously over a period of 3 months, BHEL reserves the right to terminate the contract in full, however BHEL will make payments to vendor till the date of termination as per SLA terms.

### **1.10 Penalty for SLA Non-Conformance:**

At the end of each quarter, downtime will be calculated for all the hardware and software. Downtime will be calculated based on following,

Where Multiplication Factor is given below

- For downtime of 0 – 2% Deduction Factor is 0.00
- For downtime of >2 – 5% Deduction Factor is 1.00
- For downtime of >5 – 10% Deduction Factor is 1.25
- For downtime of >10% Deduction Factor is 1.5

Working calculation for deduction.

Let downtime in a month = A hours

Downtime Percentage

Network Equipment (including modules) =  $A \times 100 / (24 \times 30) = B$

Multiplication factor according to the downtime percentage = D

Monthly equipment lease charges = Equipment Quarterly lease/3 = M Rupees

Amount of deduction =  $M \times B \times D / 100$  Rupees

Cumulative deduction for downtime shall be restricted to 10% of the order value. If cumulative deduction for downtime exceeds 10% of the order value, then Performance Bank Guarantee shall be invoked.

If the uptime of the equipment falls below 95% continuously for 3 months, the equipment shall have to be replaced by the supplier within 30 days without any extra charge. If the faulty equipment is not replaced, then no quarterly payments will be made for the entire equipment's supplied.

The downtime will be recorded at Purchase order item level. Even in case of failure of a component in an item, the deduction will apply to the whole item. If the failure of an item results in any major service outage or affects the services provided by other items also, then the deduction will apply to all items affected by the failure.

Alternative engineer may be provided in case of more than 2 days' absence of any on-site engineer. In event of absence of on-site engineer for more than 7 days without alternative engineer, the deductions will be made as per the following formula:

Deduction (D) = (no of days absent (d) X rental per day (r) X multiplication factor (f))

f =Multiplication Factor is 2.00, Limited to 10% of order value.

Note: If the on-site engineer couldn't perform his role, the same will be dealt as absence of engineer and downtime will be calculated till alternate arrangement is provided.

#### **1.11 Availability of Spares:**

Sufficient stock of critical spares shall be maintained at the Primary and Secondary sites at all times to ensure the uptime.

List of critical spares to be submitted along with tender.

#### **1.12 Statutory Compliance:**

Before posting engineers to BHEL, the supplier shall submit the CV of engineers to BHEL for vetting and acceptance. BHEL if required, will interview the candidate for acceptance/rejection before they are actually posted.

The supplier has to abide by the rules & regulations of the BHEL Human Resource Welfare Department.

**Possession of PF registration number is not mandatory. However, the successful tenderer has to register with PF authorities and furnish the registration number before first Running Account Bill. If the required information not furnished within 30 days, then BHEL reserves the right to cancel the order and forfeit the EMD and SD. The supplier has to submit the PF/ESI documents before posting of engineers at BHEL.** The supplier has to submit any other documents required by BHEL and or Government bodies as and when required.

Supplier has to ensure payment of statutory minimum wages as prescribed by the BHEL/Central/State government of Tamilnadu (whichever is higher) as applicable from time to time, through engineer's bank account only (no other mode of payment shall be acceptable) and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least 5 years and should be made available even after the contract is over for any verification by the statutory authorities/BHEL authorities.

**LABOUR LAWS**

**TERMS AND CONDITIONS WITH REGARD TO COMPLIANCE OF VARIOUS LABOUR LAWS BY THE CONTRACTORS FOR BHEL.**

- 01 The contractor shall not employ in connection with the work any person who has not completed 18 years of age.
- 02 The contractor shall in respect of labour employed by him either directly or through sub-contractors, comply with or cause to be complied with the following statutory provisions and rules and in regard to all matters provided therein.
  - (a) The contract labour (Regulation and abolition Act 1970) and the related Central Rules 1971..
  - (b) The minimum wages Act1948 and the related Tamilnadu Rules.
  - (c) The payment of wages act 1936 and the related Tamilnadu Rules.
  - (d) The Factories Act 1948 and the related Tamilnadu Rules.
  - (e) The Employees Provident Fund and Miscellaneous Provisions Act 1952.
  - (f) The Employees State Insurance Act 1948.
  - (g) The workmen's Compensation Act 1923.
  - (h) The Industrial Dispute Act 1947, and any other law, or modifications to the above or to the rules made there under from time to time.

**03 REGISTRATION AND LICENSING:**

Every contractor shall register his/her name with the welfare section of BHEL before taking up the work awarded to him/her by giving the following information and getting a code number:

- (a) The name of the contractor.
- (b) Nature of contract work.
- (c) Period of work.
- (d) Number of maximum labour employed by him on any one day.
- (e) License No. and date (applicable in case of contractors employing 20 or more worker)
- (d) Whether enrolled for PF, ESI etc., and enrolment No. (contractor shall obtain their own PF code)

This information is called for the purpose of informing the inspector of Factories wherever they call for information regarding contracts.

- 04 The contractor employing 20 or more workmen is required to obtain license from the authorities (The Deputy Chief Labour Commissioner(Central) Chennai. This license shall be amended and/or renewed wherever there is an increase in the workmen employed by him/her or in the event of contract being extended or renewed. The contractor shall inform the license number to the BHEL management before taking up the work.
- 05 The contractor (Licensed or unlicensed) shall promptly furnish every information and document required by BHEL authorities for the purpose of fulfilling their obligations as principal employer and/or occupier of the factory and shall render all necessary assistance for the same.
- 06 The contractor shall get the contract labourers engaged by him/her insured under workmen's compensation policy from General Insurance Corporation of India.

- 07 The contractor shall ensure that all his workmen are covered under the Employees State Insurance Act and produce the registration number/enrolment number to the welfare section before executing the contract.
- 08 The contractor shall also ensure that all his/her workmen are covered under Employees Provident Fund and Misc. Provisions Act 1952.
- 09 Minimum Wages to be paid:

Description	For Unskilled Worker (Rs.)	For Semi skilled Worker (Fresh ITI) (Rs.)	Skilled Worker ( ITI Holder with 3 years' Experience / Diploma Holder / BE Holder) (Rs.)
<b>Basic Pay as on 01.04.2020</b>	<b>7650 pm</b>	<b>7950 pm</b>	<b>8205 pm</b>
<b>Dearness allowance as on 01.04.2020</b>	<b>5209 pm</b>	<b>5209 pm</b>	<b>5209 pm</b>
<b>BHEL Adhoc per month</b>	<b>3200 pm</b>	<b>3700 pm</b>	<b>4,100 pm</b>
<b>Total wage per month</b>	<b>16,059 pm</b>	<b>16,859 pm</b>	<b>17,514 pm</b>

10. **Any increase in minimum wages, by the State Government, during the period of Contract, will have to be borne by the Contractor.** The statutory requirements like PF (ceiling of Rs.15000/- only), ESI will be applicable for the actual total wage per month **inclusive of BHEL adhoc**. Bonus amount will be as per bonus act. Contractor quoted rate shall be inclusive of all the above payments including statutory payments thereon.
11. The contractor shall ensure payment of wages to the contract labour employed by him/her within three days from the end of wage period in case the wage period is one week or a fortnight & in all other cases before 10<sup>th</sup> day of the following month **through bank only**
12. All payment of wages shall be made on working days at the work site and during the working time and on dates notified in advance. In case the work is completed before the expiry of the wage period final payment shall be made within 48 hours of the last working day.
13. Where the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the day on which his employment is terminated.
14. Wages due to every worker shall be paid to him direct or to the person authorized by him in this behalf. All wages shall be paid in current coin or currency or in both.
15. The contractor shall ensure the disbursement of wages in the presence of such authorized representatives of BHEL management.
16. The above payment shall be verified by the authorized officers/representatives of BHEL with the following certificate on the payment sheet certified that the amount shown in column No. .... has been paid to the workmen concerned in my presence on ..... at .....
17. A certificate of payment shall be furnished in duplicate by the contractor to the Engineer In charge each month.
18. A notice showing the wage period and the place and time of disbursement of wages shall be displayed at the place of work and a copy to be sent to the welfare department by the contractor under acknowledgement.

19. Notices showing the rates of wages, weekly rest days, hours of work, wage period, date of payment of wages, names and addresses of the inspectors having jurisdiction, the date of unpaid wages shall be displayed in Tamil and English in conspicuous places at the establishment and working by the contractor. The contractor shall inform the BHEL management every month the details of contract labour engaged for each contract in the following form.

- a. Serial Number
- b. Location
- c. Period of work
- d. No. of contract labour engaged during the month
- e. No. of days worked
- f. No. of man-days worked
- g. Wages paid to his/her workers

The above statement shall be furnished to BHEL management at the end of every month.

**REGISTERS RECORDS AND COLLECTION OF STATISTICS.**

20. The following documents/formats under Contract Labour (Regulation and Abolition) Act 1970 and related Central Rules 1971 shall be maintained by each contractor.

- a. Register of persons employed by the contractor.
- b. Employment Card.
- c. Service Certificate.
- d. Muster Roll, Wage Register, Deduction Register, Wage slip, Over time Register, Register of fines, Register of advances etc.,

21. The contractor shall display the abstract of the contract labour (Regulation and application) Act and the rules there under both English and Tamil.

22. Half yearly return shall be sent by the contractor in duplicate to the licensing officer.

23. The contractor shall submit the returns required under the Contract Labour (Regulation and Abolition) Act 1970 periodically to BHEL management.

24. The contractor shall without fail give up to date information in writing of the attendance of the workers employed by him/her.

25. The contractor shall ensure that his/her workers keep and produce their employment card when coming to duty and take them back when leaving duty.

26. All the above registers and records shall be preserved in original for a period of three years. All the registers, records and notice maintained under the Act and Rules shall be produced on demand by Inspector or any Authority under the Act.

**WORKING HOURS AND WORKING CONDITIONS:**

27. No workers shall be required or allowed to work on Sunday unless he has or will have a Holiday or any one of the three days before or after the said day.

28. The contractor shall inform BHEL Management in the prescribed form details of the contract workers scheduled to work on Sunday, the day of rest and also indicate the substituted holiday in lieu thereof. This shall be intimated two days in advance before his/her workmen are booked for work on Sunday.
29. The contract labour working for more than nine hours in any day or for more than 48 hours in any week shall be paid wages at the rate of twice the ordinary rates of wages in accordance with the provisions of section 59 of the Factories Act 1948 and any amendment thereof.
30. The contractor shall provide all safety devices and personal protective equipment to his workmen at his/her own cost and shall ensure that his workmen wear/use such devices or equipment provided to them while doing the work and there should not be any relaxation on this.
31. The contractor shall give four paid national holidays to his workers, viz 26<sup>th</sup> January, 1<sup>st</sup> May, 15<sup>th</sup> August and 2<sup>nd</sup> October. The contractor shall ensure that his/her workmen vacate the premises after the shift is over.
32. The contractor shall give leave with wages to his/her workmen who have worked for a period of 240 days or more in the factory premises during a calendar year. This leave shall be allowed during the subsequent calendar year at the rate of one day for every 20 days or work performed by the worker during the previous calendar year. The worker whose service commences on a day other than the first of January shall be entitled to leave with wages at the above rate (one day for every 20 days or work) only if he had worked for a minimum of 2/3 of the total number of days in the reminder of the calendar year. This leave will be admissible only during the subsequent calendar year.
33. The contractor shall comply with the provisions relating to welfare and health facilities as provided to the Contract Labour (Regulation and Abolition) Act 1970 read with the Tamilnadu contract labour Rules.

NOTICE OF ACCIDENT:

34. Notwithstanding anything contrary to this, in the event of accident the contractor shall be required to fill injury report and submit to the Engineer in charge immediately and ensure the compliance of ESI/Workmen's Compensation Act, Factories Act and Rules made there under. He shall also maintain a register of accident as per the Act.
35. The contractor shall get the contract labour engaged by him insured under Workmen's Compensation Policy from General Insurance Corporation of India before actually starting the work of contract. The insurance coverage should be for the entire period of contract. The contractor shall comply with the provisions of the Workmen's Compensation Act 1923 (This should be read in connection with the provisions of ESI Act).
36. The contractor shall ensure that all his workmen are covered under the Employees State Insurance Act and produce to BHEL such Registration number/Enrolment number before executing the contract work.
37. **The contractor shall regularly pay the amount of contribution i.e., employer's contribution as well as employees' contribution in pursuance of the above scheme as fixed from time to time. The contribution payable presently is 0.75% of wages to be**

**recovered from his/her workmen and 3.25% of wages to be contributed by the contractor. Contribution recovered from employee and contribution made by the contractor may be rounded to the next higher multiples of five paise.**

38. The contractor shall take note of any amendment that may be brought forth in the above contribution rate and act accordingly.
39. The contractor shall ensure that his/her workmen are covered under the EPF and miscellaneous Provisions Act 1952 and accordingly produce to the BHEL Management the registration/enrolment number before award of contract work.
40. **All employees are eligible to become a member of provident fund from the date of joining the establishment and the worker and contractor contributions are 12% and 13% respectively. The contractor is also liable to pay any administrative charges in this behalf that may be decided from time to time. It will be the responsibility of the contractor to ensure such contribution payable in respect of workmen employed through sub-contractors also.**
41. The contractor shall take note of any amendment in the rate of contribution payable under the scheme from time to time.
42. The contractor shall within seven days of the close of every month submit to BHEL a statement showing the amount of contribution payable/paid for employees engaged by him or through him and shall also furnish to BHEL such information, as principal employer is required to furnish under the provisions of the ESI Act and PF as well as the scheme made there under to the authorities concerned.
43. Whenever any sum of money is found to be recoverable from or payable by the contractor under the above acts, the same shall be deducted from any sum that may be due or which at any time thereafter may become due to the contractor under this contract or under any other contract or from his security deposit. In case the recoveries are not sufficient to satisfy the claims the contractor shall pay the balance thereof on demand. In case any recoveries are made under this clause from the security deposit the contractor shall immediately thereafter pay such further sums as may be required to recoup the shortage caused by such recoveries in the amount of security deposit.
44. The contractor shall abide by all the labour and other laws applicable to contract labour/worker under this contract and shall at all times keep BHEL, indemnified against all losses, claims, prosecution under any law.
45. In case of non-compliance of any of the provisions of the acts and in case BHEL having complied with the same, BHEL will be entitled to recover the same from the contractor/sub-contractor
46. Non exercise of any of the powers or rights available to BHEL hereunder or under any law, shall not in any way operate as waiver thereof.

47. **General:** Contractor should follow all the provisions of labour legislation and statutory obligations. Provisions as and when amended will also apply.

### **SAFETY PRECAUTIONS**

1. The Contractor must inspect the area of work to decide the safety precautions necessary for executing this contract.
2. Whenever people work at height more than six feet, platform shall be provided or the workers shall wear safety belt to avoid fall from the height.
3. Wherever any area declared as dangerous, the workers shall not be allowed to work till a written clearance is obtained from appropriate authorities.
4. No material of any kind shall be dropped or allowed to be dropped from any height.
5. Defective ladders shall not be used at all.
6. Inflammable materials shall not be stored near places where the sparks are likely to occur.
7. The necessary safety equipment such as gloves, boots, helmets etc must be issued to the workmen and strictly to be used while carrying out the work.
8. If the contractor's workmen are found to be violating the safety precautions, punitive action will be taken by withholding a sum of Rs.500/- to Rs.1000/- from the contractor's bill for each violation.
9. The working area shall be kept clean and free from all obstructions.
10. All temporary electrical connections shall be properly earthed, insulated and periodically checked.
11. The contractor should arrange WORKMEN COMPENSATION/ INSURANCE POLICY covered for all his/her workmen. A copy of the policy has to be submitted before commencement of work.
12. All safety precautions are to be taken by the contractor at his cost.
13. These safety measures shall be deemed to form an integral part of the Work Order/ Agreement.

#### **1.13 Terms of Payment:**

Lease period will start only after successful installation and commissioning of all hardware and software products as per the requirement and the issue of the commissioning certificate. Quarterly lease rental charges (after deduction for any SLA non-conformance) become payable at the end of each quarter. The payment will be made within 90 days for Non-MSME vendors and within 45 days for MSME vendors. Uniform rental rate will be paid in all quarters. However, for the first quarter, pro-rata payment will be made for the number of days from the date of acceptance certificate ending with the calendar quarter. Thereafter for each calendar quarter payment will be made. Payment will be released after submission of verified invoices and on certification by BHEL, Ranipet Digital Transformation Group official and other documents to be submitted by vendor for claiming quarterly rental charges.

In the event of any deviation in the above payment terms the following loading on your base rate will be done as below." Base rate of SBI (as applicable on the date of techno commercial bid opening) + 6% shall be considered for loading for the period of relaxation sought by you")

All payment will be made only by NEFT/RTGS.

Vendor shall submit following documents for processing the bills:

A) In the first quarter:

- Copy of lease agreement.
- Newness certificate for all equipment
- Copy of insurance valid for one year
- Proof of delivery / installation certificates signed by BHEL coordinator
- Invoice in triplicate
- SLA reports for the quarter (certified by the System Administrator)
- Certificate for payment of GST along with copy of payment challan.
- Minimum wages compliance (Engineer Pay slips) & PF, ESI remittance challan.

B) All subsequent quarters:

- SLA reports for the quarter (certified by the System Administrator)
- Invoice in triplicate
- Certificate for payment of GST along with copy of payment challan.
- Minimum wages compliance (Engineer Pay slips) & PF, ESI remittance challan.

C) Annually:

- Copy of renewal of insurance valid for the next one year
- Document proof for Software license renewal as applicable.

#### **1.14 Warranty & Support:**

1. All the supplied equipment / systems (hardware/software) shall be covered under a Comprehensive On-Site Warranty & service support for 5 (Five) years. The period shall start from the date of successful commissioning of the Equipment / System. Warranty & Support shall be delivered directly by the OEM for switches, modules & accessories. In case of authorized partner being the Vendor, certificate from OEM should be attached stating that the OEM will provide support directly during the warranty period, the posting of the OEM certified Engineer, replacement of spares, etc.
2. The warranty & support from OEM shall ensure the uptime requirement of 99% and above.
3. If any document / manual / CD supplied by the Vendor is found to be inadequate / incomplete within the period of the contract, the supplier shall replace/complete such document/manual/CD at their cost within 15 days' time. The document / manual / CD released with upgrades and updates shall be supplied free of cost as and when they are released.
4. On-Site Engineers (3 Nos)

The qualification requirement for the resident engineer is,

- a) A trained and certified on-site engineer with at least 3 years of experience on proposed OEM switches shall be posted.
- b) Engineer should be certified on respective OEM platform.
- c) The certified engineer shall do health monitoring, performance monitoring, capacity monitoring & critical parameter monitoring of the switches on daily basis. He shall

also do diagnostics, fault checking, hardware & software troubleshooting, call logging, spares replacement and also carry out regular backup of the configuration. He shall also be responsible for ensuring uptime of all other items supplied as part of this order. Submit daily report to BHEL.

- d) Engineer should be capable of offering L1/L2 support.
- e) Vendor shall arrange for boarding, lodging and logistics of onsite engineer.
- f) If the on-site engineer posted goes on leave for more than 2 days with permission from BHEL, then another equivalent engineer shall be posted till he returns back.
- g) If a change of On-site Engineer is requested by BHEL, citing reasons, the vendor shall arrange a replacement the engineer within 02 (Two) weeks having the same or higher competence level.
- h) Successful bidder shall submit police verification certificate for personnel deployed more than 15 days on BHEL premises.

**1.15 Warranty shall cover the following:**

- 1. Repair / Replacement of faulty / defective Hardware and other supplied items inclusive of supply of all types of spare parts etc. (Including batteries)
- 2. All Software Patches, Upgrades, updates, Service Packs, etc. of the Operating System and all other Software supplied by the OEM must be made available free of cost during the entire warranty period (5 years). Software subscription and any other subscription required during entire lease period.
- 3. Installation / Re-Installation / Maintenance and update patches, upgrades, updates and fixes of OS, System software and other software supplied in the contract.
- 4. Licenses shall be perpetual and made current whenever the license policy of the Software changes during the contract period.

**1.16 Support shall include the following**

- 1. Monitoring, logging and reporting on Daily/ Weekly/ Monthly basis as required by BHEL in the specified formats the Performance and operations of the switches on 24x7x365 basis.
- 2. Periodic health checks of the systems using diagnostic tools and implementing proactive rectification measures.
- 3. Troubleshooting switches performance related issues.
- 4. Analyzing and reporting all system related issues.
- 5. Managing users, roles and passwords of all the relevant subsystems
- 6. Liaison with various vendors, OEMs, agencies and service providers for equipment maintenance & related work.
- 7. All incidents must be documented and logged as per the format specified by BHEL.
- 8. Any change in the IP Scheme, if required, limited to all the equipment installed at Primary site & Secondary site shall be done in consultation with BHEL's Network Manager.
- 9. Backup of configurations of all switches and maintain the uptime of BHEL Network services.

**1.17 Support during Annual Maintenance Contract Period:**

1. Vendor shall provide comprehensive maintenance with spares replacement and service.
2. Monitoring, logging and reporting on Daily/ Weekly/ Monthly basis as required by BHEL in the specified formats the Performance and operations of the switches on 24x7x365 basis.
3. Periodic health checks of the systems using diagnostic tools and implementing proactive rectification measures.
4. Troubleshooting switches performance related issues.
5. Analyzing and reporting all system related issues.
6. Managing users, roles and passwords of all the relevant subsystems
7. Liaison with various vendors, OEMs, agencies and service providers for equipment maintenance & related work.
8. All incidents must be documented and logged as per the format specified by BHEL.
9. Any change in the IP Scheme, if required, limited to all the equipment installed at Primary site & Secondary site shall be done in consultation with BHEL's Network Manager.
10. Backup of configurations of all switches and maintain the uptime of BHEL Network services.
11. Service level agreement, Terms of payment, Spares, Statutory requirement of the 5-year lease period shall be applicable for AMC period.

**QUALIFICATION REQUIREMENTS (QR):**

S NO	DESCRIPTION	BHEL REQUIREMENT	BIDDER'S CONFIRMATION
1	EMD	Rs 1,27,000 /-	DD/Ref. No.
2	Eligibility	<p><b>2.1</b> Average annual financial turnover should be at least <b>Rs 22.96 lakhs</b> during the last 3 years ending on 31st March 2019.</p> <p><b>2.2</b> Contractors having experience of successfully completed similar works (Ref. Note:1 below) during the last 7 years as on <b>31.05.2020</b> should be any of the following three categories:</p> <p>Three similar completed works costing not less than the amount equal to <b>Rs.30.61 lakhs</b></p> <p><b>OR</b></p> <p>Two similar completed works costing not less than the amount equal to <b>Rs.38.26 lakhs</b></p> <p><b>OR</b></p> <p>One similar completed work costing not less than the amount equal to <b>Rs.61.21 lakhs</b>.</p> <p><b>(All above values are excl. GST)</b></p>	
<b>Note1:</b> 'Similar Works' mentioned in Sl. No-2 above shall mean successfully execution of Supply, Installation and Commissioning of Network Switches.			
3	Document "Copies" to be submitted with tender.	a) Letter of award (LOA) of the works completed/ being executed. b) Work Completion certificates for the LOA's referred. c) In case, the work was executed in any unit of BHEL, performance feedback certificate by BHEL. d) Income Tax return filed for last 3 years (i.e. for FYs 2016-17,2017-18,2018-19) e) Certified P/L account statement and Balance Sheet by the Auditor , for the last 3 years (i.e. FYs 2016-17,2017-18,2018-19) f) Self-declaration for Confirmation on not hold/delist/banned by any of BHEL unit as on bid opening date for enterprise network.	

Note:

1. Those who are unable to comply the above points / unable to provide any of the above documents shall be technically rejected and the price bid of the rejected offers will not be opened.
2. Bidder shall visit the Plant before submitting their offer to get to know the location for deploying suitable personnel for these works & understanding the scope of work (if required).
3. BHEL reserves its right to reject the tender on account of unsatisfactory past performance by the bidder in other projects awarded under different enquiry.
4. The work executed in the own name of the bidder only will be considered for similar works executed for meeting the eligibility criteria.
5. Offers of the Contractors/Suppliers, against whom, any unit of BHEL had initiated process for "Suspension of Business dealings" or already done will summarily be rejected.
6. Possession of PF registration number is not mandatory. However, the successful tenderer has to register with PF authorities and furnish the registration number before first Running Account Bill.
7. The word 'executed' means the bidder himself should have achieved the criteria specified in the QR even if the total contract has not been completed or closed.

<b><u>DETAILS TO BE FILLED BY THE BIDDER</u></b>		
1a	Name of the Bidder	
1b	Full address	
1c	Nationality	
1d	Email Cell Phone Fax	
2	Whether the firm is individual firm or Sole proprietorship firm or partnership firm or Hindu Undivided Family or association of persons or Private Limited company or Public Limited company or any other please specify.	
3	Whether the contractor has registered his workmen under employees State Insurance Act. If so, the Registration No./ Enrolment Number may be furnished.	
4	PAN no and documentary proof (Photo copy has to be enclosed)	
5	The GST heads under which the enlisting person registered with GST Authorities and <b>copy of GST registration certificate has to be enclosed</b>	
6	Whether the contractor has registered his workmen under Employees Provident Fund and Miscellaneous Provisions Act. (Photo copy is to be enclosed)	
7	<b>Applicable GST quoted</b>  <span style="color: red;">Note: Please refer clause no.26 (page no. 26) of Important Note to Bidders of this Tender regarding GST.</span>	
	<b>Central tax@ _____ %</b>  <b>State tax @ _____ %</b>  <b>Integrated tax@ _____ %</b>  <b>Union territory tax@ _____ %</b>	

**IMPORTANT NOTE TO BIDDERS**

**Bidders are requested to submit their offers 'in a sealed cover' consisting of two inner sealed covers (1) Technical Bid cover (page 1 to 76) & (2) Price Bid cover (Page 77 & 78), all super scribing the name of the work, Tender Number, Due date etc.**

- 1) Technical/Qualification bid cover shall contain duly filled in qualification bid document signed by the bidder in all the pages with documentary evidences for pre-qualification such as Balance sheet, P&L A/c, experience, value of work executed in the similar nature of work etc.** Any bid without proper documentary evidence for pre-qualification shall not be considered for further evaluation.
- 2) The price bid cover shall contain price bid document (BHEL format only) duly filled in and signed by the bidder in all the pages. The bidder has to quote most competitive rates for all the items in the price bid. The completed qualification bid and price bid shall reach the Office of the undersigned on or before **16.07.2020 at 14.00 Hrs.****
- 3) The Qualification/ Technical bid will be opened on **16.07.2020 at 14.30 hrs.** onwards. In case of opening day falls on holiday or happened to be declared as a holiday the receipt and opening of the Tender shall automatically fall at the same timing on the next working day. Date and time of opening of the price bid shall be intimated to those bidders who have qualified in the technical bid. The bidders or their authorized representatives can participate in the tender opening for which they shall bring authorization letter for attending tender opening. Late offers & incomplete offers shall become liable for rejection.**
- 4) Bidders are required to submit their price bid in the BHEL format only.**
- 5) Seeking clarification on Tender Specification:** Clarifications on tender specification if any may be sought by the bidders during the office hours only from the **Sr. Engineer/DTG- Phone no- 04172-284876.**
- 6) All the information as called for in the various clauses and annexure of tender specification should be furnished. The details so furnished should be complete in all respects and as per the formats prescribed in the Tender specification (Statutory requirement of Contract). The bidder may have to produce original documents for verification, if so decided by BHEL.**
- 7) Offers received with any deviation or without relevant information are liable to be rejected.**
- 8) Price bids received in any form other than prescribed in PRICE BID are liable to be rejected.**
- 9) The bidder has to quote total lump sum amount "T" (which is excluding GST) only in Price Bid. The quoted amount will be interpolated to arrive at the percentage breakup for price bid A & B.**
- 10) The tender offer should be kept valid for 3 MONTHS from the date of technical bid opening for acceptance by BHEL. No unsolicited revision in the tender offer shall be entertained after opening of tenders and till expiry of the validity period.**
- 11) Quoted rates shall be firm through out the contract period and extended contract period also and no cost escalation is allowed on any account.**
- 12) The similar works executed in the own name of the bidder only will be considered for eligibility / qualification criteria.**

- 13) BHEL reserves the right to increase or decrease the tendered quantity.
- 14) Lowest prices received against BHEL tenders need not be the technically acceptable one, and in that case, BHEL reserves the right not to consider the same.
- 15) BHEL reserves the right to negotiate or refloat the tender opened, if L1 Price is not lowest acceptable price to them inter-alia other reasons.
- 16) BHEL reserves the right to negotiate the L1 rate.
- 17) The contract may be pre closed as decided by BHEL during tenure of the contract with one-month prior intimation.
- 18) **The price bid shall be evaluated as a package and not as line items. The contract will be finalized based on the overall LOWEST value (5 years lease plus 2 years AMC) and will be awarded to single bidder only.**  
**The L1 will be decided based on the lowest cost to BHEL. In the course of evaluation, if more than one bidder happens to occupy L1 status, effective L1 will be decided by soliciting discounts from the respective L1 bidders. In case more than one L1 bidder happen to occupy the L1 status even after soliciting discounts, the L1 bidder shall be decided by a toss/draw of lots, in the presence of respective L1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.**
- 19) MSME Vendors also have to pay EMD amount of Rs. 1,27,000/- as per NIT.

**21. a) Arbitration**

- i) All disputes between the parties to the Contract, arising out of or relation to the Contract shall after written notice by either party to the Contract to the other party be referred and resolved by an Arbitrator nominated by the Unit Head of BHEL, Ranipet.
- ii) The venue of Arbitration shall be Ranipet, Tamil Nadu. The arbitrator may hold meetings for convenience in such a place or places discretion.
- iii) The award of the Arbitrator shall be final, conclusive and binding on both parties to the Contract.
- iv) The Contractor shall, notwithstanding any disagreement, dispute, protest, request for arbitration, court or other proceedings, continue to perform the Services in accordance with the determinations, instructions and clarifications of BHEL.

b) Subject to the above, the appropriate court in Ranipet shall have the exclusive jurisdiction over any dispute arising out of or in connection with this Contract.

**c) Risk Purchase (as per BHEL SOP DT.10-10-2017)**

- i) In case of any neglect or refusal on the part of the Contractor to:
  - commence the Contract, or
  - provide sufficient employee for the Contract or
  - if in the opinion of BHEL, the Contract performed by the Contractor are not satisfactory, or
  - if the Contractor fails to carry out the Contract or as per instructions of the BHEL or officer authorized by it,

BHEL shall have the right to have the Work done by any means, including by engaging a new contractor, at the Contractor's sole risk and expenses.

- ii) The above shall be without prejudice to any other remedy that may be available to BHEL whether as per law, contract, equity or otherwise.

- iii) In the event, the cost of the work so done (as certified by BHEL which is final and conclusive) is less than the Contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the Contract, the Contractor shall either pay the excess amount ordered by BHEL or the same shall be recovered from the Contractor by other means.
- d) Contractor shall indemnify and keep indemnified BHEL, its other contractors and/or sub-contractors and its/their employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses, judgments and fines arising out of or in the course of, or caused by the execution of work under the Contract or other obligations hereunder directly or indirectly associated herewith which may arise due to:
  - i) Breach of law by the Contractor, or any of its sub-contractor, or any of their respective employees.
  - ii) Negligence or willful default by the Contractor, or any of its sub-contractor, or any of their respective employees.
  - iii) Failure by Contractor to proceed with Project in accordance with the determinations, instructions and clarifications of Company pending disagreement, dispute, protest, request for arbitration/ court proceedings
  - iv) Loss of property or death of any employee of BHEL or of its other contractors/ sub-contractors.

The above shall be without prejudice to any other remedy that may be available to BHEL whether as per law, contract, equity or otherwise.

**22. FORCE MAJEURE CLAUSE: -**

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefor neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist.

If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time / waiver of penalty/liquidated damages shall be granted for periods considered reasonable by SDGM/DTG&ITS&S subject to prompt notification by the contractor.

**23. All corrigenda, addenda, amendments, time extensions clarifications, etc., to the tender will be hosted on BHEL website ([www.bhel.com](http://www.bhel.com)) only. Bidders should regularly visit BHEL website to keep themselves updated.**

**24. Multiple Bids:**

The bidder in his own interest shall submit only one bid. If a bidder submits Multiple bids, all the bids are liable for rejection. Bids shall be considered "Multiple" in the following circumstances:

- a) Two bids by the same party.
- b) If one bidder is the Affiliate of another bidder.

For the purpose of this clause "Affiliate" shall mean with respect to any Person, any other Person that, directly or indirectly, controls, is controlled by, or is under direct or indirect common control with,

such Person, or is a director/ member / officer/ employee of such Person or of any Person who would otherwise qualify as an Affiliate of such Person pursuant to this definition;

"Person" for the purposes of this definition shall mean any natural person, individual, corporation, limited partnership, co-operative, general partnership, joint stock company, joint venture, association, company, trust, bank, trust company, land trust, business trust, corporate body or other organization, whether or not a legal entity."

**25. Fraud Prevention Policy:**

The bidder along with its associate / collaborators / 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 fraud or suspected fraud as soon as it comes to their notice.

**26. Suspension of Business Dealings:**

The bidder along with its associate / collaborators / sub-vendors / consultants / service providers shall strictly adhere to "Guidelines for Suspension of Business Dealings with Suppliers/ Contractors" AA/MM/SB/01 Rev: 02, **Dt.22.07.2016** displayed on BHEL website <http://www.bhel.com>. ([http://www.bhel.com/vender\\_registration/pdf/Suspension\\_guidelines\\_abridged.pdf](http://www.bhel.com/vender_registration/pdf/Suspension_guidelines_abridged.pdf))

**27. Discrepancy in "words "& "Figures ":**

- a) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- a) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

**28. Set of Clause:** "BHEL shall have the right to recover any money which in the sole opinion or BHEL is due from the Contractor from any money due to the Contractor under this Contract or any other contract or from the Security Deposit furnished by the Contractor under this Contract or any other contract".

**29.** "Notwithstanding anything to the contrary, including, but not limited to, provisions relating to extension of time and compensation/or delay, time shall be the essence of the Contract."

- 30.** In case a contract employee meets with an accident while on duty, the contractor shall immediately intimate the information to Safety Department, Contracting Agency and Human Resources Department and submit the Accident Report duly filled in all respect and send a copy to ESI local office, ESI Dispensary and Inspector of Factories (for major accidents) with in 24 hours of accident through Safety and Human Resources Departments. All assistance for the injured employee such as to taking him to ESI Dispensary for treatment must be rendered by the contractor.
- 31.** Compliance of the above provisions does not absolve the obligation of contractor arising out of other statutory obligations.
- 32.** Contractor should employ only persons having sound health and not above the age of 58 years, and not below the age of 18 years.
- 33.** **The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site [www.bhel.com](http://www.bhel.com).**
- 34.** If the bidder is not able to provide the Service, BHEL reserves the right to terminate the contract and to take appropriate action against the Contractor. In the event of contract termination, the security deposit paid by the contractor will be forfeited.
- 35.** BHEL reserves the right to reduce the contract period (pre-close the contract), with 30 days notice period depends on the requirement / without assigning any reason. Security Deposit will be refunded, if the contract is pre-closed for non-requirement by BHEL.

## **GENERAL CONDITIONS OF CONTRACT**

### **1) DESPATCH INSTRUCTIONS:**

- 1.1. This tender specification as a whole, duly furnishing all the details required and other documents as required in the following pages, shall be duly signed and sent in a sealed cover duly super scribing the name of work as given in the tender notice.
- 1.2. The tender shall be addressed to Officer inviting tender as indicated in the tender notice.
- 1.3. Tenders shall be submitted by postal/courier/speed post/in person with the due allowance for any delay. The tenders received after the due date and time of opening is liable to be rejected. Telegraphic offers and offers received by telex may not be considered.
- 1.4. Tenders shall be opened by authorized officer of BHEL at his office at the time and date as specified in the tender notice in the presence of such of those bidders or their authorized representatives who may be present.
- 1.5. The Tenders shall closely pursue all the clauses, specifications and drawings indicated in the tender documents before quoting. Should the bidder have any doubt the meanings of any portion of the tender specification or find discrepancies or omission in the drawings or the tender documents issued are in complete or shall require clarification on any of the technical aspect, scope of work etc., he shall at once contact the authority inviting the tender for clarification before the submission of the tender.
- 1.6. Bidder must fill up all the schedules and furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the Tender Specification must be signed and submitted along with the offers by the bidder in token of complete acceptance thereof. The information's furnished shall be completed by itself.
- 1.7. The bidders shall quote the rates for each item of the tender schedules in rupees and paise only. These rates shall be entered in figures as well as in words. In case of any difference in the rates quoted in figures and in words, words will be taken as the tendered rate.
- 1.8. All entries in the tender documents should be in one ink. Over-writing and corrections should be avoided. The Bidders concerned should duly sign for all corrections and over-writings.

### **2) DATA TO BE FURNISHED:**

- 2.1. Full information shall be given by the bidder in respect of the following. Non-submission of this information may lead to rejection of the offer.
- 2.2. An attested copy of the Power of Attorney, in case the tender is singed by an individual other than the sole proprietor, shall also be attached. (If it is a Company or Firm, etc., Director/Managing Partner as the case may be is required to sign).

### **2.3. IN CASE OF AN INDIVIDUAL:**

His full name, address and place and nature of business shall be indicated.

**2.4. IN CASE OF PARTNERSHIP FIRMS:**

The names of all the partners and their addresses be furnished along with a copy of the partnership deed/instrument of partnership duly certified by Notary Public shall be enclosed.

**2.5. IN CASE OF COMPANIES/CONSORTIUM OF COMPANIES:**

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) are to be furnished.

**2.6.** Nature of business carried on by the Company and the provisions of the Memorandum relating there of shall be furnished.

**2.7.** Names and particulars including addresses of the Directors and their previous experiences shall be furnished.

**2.8.** A list of tools and tackles that the bidder is having and those that will be used on this job shall be furnished.

**2.9.** In addition to the above, the particulars required in annexure shall also be furnished.

**3) EARNEST MONEY DEPOSIT (EMD):**

**1)** Earnest Money Deposit (EMD) of Rs.1,27,000 (Rupees One Lakh and twenty-seven thousand only) in the form of Demand Draft (DD) drawn from any consortium bank, in favor of "BHEL, Ranipet" payable at SBI, Mukundarayapuram Branch (Code 7013) / Pay online (<https://www.onlinesbi.com/prelogin/icollecthome.htm>-Please ref: Special conditions: Page no.15, sl.no.13) and enclose the payment details in the EMD cover / FDR receipt (validity for min. three months) from Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the contractor, a/c BHEL. However, they have to furnish the details of Cash Receipt No. & Date on the top of the EMD cover. EMD in any other form will not be accepted. Even if vendor have their valid MSE Certificate, need to pay EMD for this work.

BHEL has also made arrangements for payment of EMD thru' Online. The steps to make online payment is detailed as follows:

- i. Visit <https://www.onlinesbi.com/prelogin/icollecthome.htm>
- ii. Click 'Proceed' button
- iii. Select 'Tamil Nadu' in the drop down menu under 'State of Corporate/Institution'
- iv. Select 'PSU-PUBLIC SECTOR UNDERTAKING' in the next drop down menu under "Type of Corporate/Institution"
- v. Click 'Go' button
- vi. Select 'BHEL BAP RANIPET' in the drop down menu under "PSU-PUBLIC SECTOR UNDERTAKING"
- vii. Click 'Submit' Button
- viii. Select 'EMD' in the drop down menu under 'Select Payment Category'
- ix. Now Fill in the required details and ensure correctness of data filled. Ensure that you are entering correct enquiry/tender number and other details correctly.
- x. Make payment for EMD as required in tender after entering the details and enclose copy of receipt along with tender documents.

2) The tender document without EMD amount will be rejected. The EMD amount submitted will be retained by BHEL till finalization of the contract. EMD submitted by the successful tenderer will be adjusted against security Deposit, and retained till the valid period of the contract/fulfillment of contractual obligations. EMD given by unsuccessful bidders shall be refunded within 15 days of acceptance of award of work by the successful tenderer. EMD paid on the name of bidders only acceptable.

EMD by the tenderer will be forfeited if (i) after opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates. (ii) The tenderer does not commence the work within 15 days from the date of LOI/Contract.

“BHEL shall have the right to recover any money due from the contractor from any money due to the contractor under this contract or any other contract or from the security deposit.”

“No interest shall be payable by BHEL on earnest money or security deposit, if applicable, or any money due to the contractor by BHEL.”

#### **4) AUTHORISATION AND ATTESTATION:**

Tenders shall be signed by persons duly authorized /empowered to do so. Certified copies of such authority and relevant documents shall be submitted along with the tenders.

#### **5) VALIDITY OF OFFER:**

The rates in the Tender shall be kept open for acceptance for a minimum period of **THREE MONTHS** from the date of tender opening. In case the Bharat Heavy Electricals Limited calls for negotiations such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding on the bidders.

#### **6) EXECUTION OF CONTRACT:**

The successful bidder's responsibility under this contract commences from the date of issue of the Letter of Award by Bharat Heavy Electricals Limited. The successful bidder shall be required to execute an agreement in the prescribed form with BHEL within a reasonable time after the acceptance of his tender and in any case before submitting the first bill for payment. The expenses for completion, stamping and registration of the agreement with prescribed authority, if necessary, shall be borne by the Contractor.

#### **7) SECURITY DEPOSIT (SD):**

**The total amount of security deposit will be Rs.1.27 lakhs. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.**

The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.

EMD of the successful tenderer will be converted and adjusted against security deposit. EMD and security deposit shall not carry any interest.

**7.1.1** If the value of the work done at any time exceeds the accepted agreement value, the security Deposit shall be correspondingly enhanced and the extra Security Deposit shall be immediately

deposited by the Contractor or recovered from payments due to him.

7.1.2 Failure to deposit the Security Deposit within the stipulated time, may lead to forfeiture of Earnest Money and cancellation of the award of work.

7.1.3 If any part of Security Deposit of the Contractor is held in the form of approved securities it shall be kept transferred in the name of Bharat Heavy Electricals Limited, Ranipet, in such a manner that the same can be realized fully without referring to the Contractor, BHEL shall not be responsible for any depreciation in the value of the Security while in BHEL's custody or for any loss of interest thereon.

BHEL reserves the right to forfeiture of Security Deposit in addition to the other claims and penalties in the event of the Contractor's failure to fulfill any of the Contractual obligation including liquidation or bankruptcy of the contractor, non-payment of money payable by means of arbitration award in favour of BHEL or in the event of termination of Contract as per terms and conditions of Contract. BHEL reserves the right to set off the Security Deposit, against any claims of any other contracts with BHEL.

## 8.0 RETURN OF SECURITY DEPOSIT:

If the Contractor performs and completes the work in all respects to the entire satisfaction of BHEL and presents an absolute "**No Demand Certificate**" in the prescribed form and returns properties belonging to BHEL handed over, lent or hired by him for carrying out the said works within 30 days of submission of No demand certificate.., Security Deposit will be released to the Contractor after deducting all cost of expenses or other amounts that are to be paid to BHEL under this or other contracts entered into with the Contractor. It may be noted that in no case the Security Deposit shall be refunded/released prior to passing of final bill.

## 9.0 REJECTION OF TENDER AND OTHER CONDITIONS

9.1 The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever.

9.1.1. To reject any or all of the bidders.

9.1.2. To award the work in part.

9.1.3. Either of the contingencies stated in (9.1.2) above to modify the time for completion suitably.

9.2. Conditional and Un witnessed tenders, tenders containing absurd or unworkable rates and amounts and tenders which are incomplete and otherwise considered defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.

9.3. If a bidder expires after the submission of his/her tender or after the acceptance of his/her tender, BHEL may at their discretion cancel such tender. If a partner of a firm expires the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at their discretion unless the firm retains its character.

9.4. BHEL will not be bound by any power of Attorney granted by the bidder or by changes in the composition of the firm made subsequent to the execution of the Contract. They may, however recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.

9.5. If the bidder deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or cancel the contract, if awarded. The Earnest Money/Security Deposit /any

other money due shall also be forfeited.

**9.6.** Canvassing in any form in connection with the tender is strictly prohibited and the tender submitted by the contractor's who resort to canvassing in any form are liable to rejection.

**9.7.** Should a bidder or contractor or in the case of a firm or company of contractor's one or more of its partners/share holders/Directors have a relation or relations employed in BHEL, the authority inviting tender shall be informed of the fact along with the offer, failing this BHEL may, at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.

**9.8.** The successful bidder should not sub-contract the part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The bidder is solely responsible to BHEL for the work awarded to him.

**9.9.** No deviation from the tender specification shall be acceptable to BHEL. Bidders shall confirm their unqualified acceptance of the terms and conditions by giving an undertaking to this effect in a separate letter as specified by BHEL.

#### **10.1 DEFINITION:**

The following terms shall have the meaning hereby assigned to them except where the context otherwise requires.

**10.2 BHEL or (B.H.E.L.Ltd)** shall mean Bharat Heavy Electricals Limited a Company registered under Indian Companies Act 1956, with its Registered Office at BHEL House, Siri fort, New Delhi 110 049 or its Authorized Officers or its Resident Engineer or other employees authorized to deal with any matters with which these persons are concerned on its behalf.

#### **10.3 "GENERAL MANAGER"**

Shall mean the officer in Administrative charges of contracting unit of BHEL.

**10.4 "ENGINEER" or "ENGINEER IN CHARGE"** shall mean Engineer who is in-charge for the works referred.

**10.5 "SITE"** shall mean the place or places at which the plants/equipments are to be erected and services are to be performed as per the specification of this contract.

**10.6 "CONTRACTOR"** shall mean the individual, firm or company who enters in to this contract with BHEL and shall include their executors, administrators and successor and permitted assignees.

#### **10.7 LAW GOVERNING THE CONTRACT AND COURT JURISDICTION**

The contract shall be governed by the Law for the time being in force in the Republic of India, and shall be subject to the Jurisdiction of the courts having Jurisdiction over RANIPET (VELLORE Dist, Tamil Nadu).

#### **10.8 ISSUE OF NOTICE:**

The Contractor shall furnish to the BHEL ENGINEER the name, designation and address of his authorized agent and all complaints, notices, communication and reference shall be deemed to have been duly given to the contractor or his authorized agent or left or posted to the address of either the contractor or of his representative and shall be deemed to have been so give in the case of posting on the day on which they would have reached such address in the ordinary course of post or on which they were so delivered of / or left.

#### **10.9 USE OF LAND:**

No land belonging to BHEL or their customer under temporary possession of BHEL shall be occupied by the Contractor without the written permission of BHEL.

#### **11 COMMENCEMENT OF WORKS:**

- 11.1** The Contractor shall commence the works within the time indicated in the Letter of Intent from BHEL and shall proceed with the same with due expedition without delay.
- 11.2** If the successful bidder fails to start the work within the stipulated time, BHEL, at his sole discretion will have the right to cancel the contract. His earnest money and/or Security Deposit with BHEL will stand forfeited without any further reference to him without prejudice to any and all of BHELs other rights and remedies in this regard.
- 11.3** All the works shall be carried out under the direction and to the satisfaction of BHEL.
- 11.4** The erected/constructed plant or work performed under this contract shall be taken over when it has been completed in all respects and/or satisfactorily put in to operation at site.

#### **12. MODE OF PAYMENT AND MEASUREMENT OF THE WORK COMPLETED:**

- 12.1** All payments due to the contract shall be paid through E-PAYMENT (EFT / RTGS) only. The contractor has to furnish acceptance for e-payment, duly indicating the bank account details in the prescribed format.

#### **13 RIGHTS OF BHEL**

BHEL reserves the following rights in respect of this contract without entitling the contractor for any compensation.

**13.1** To get the work done through other agency at the risk and cost of the Contractor, in the event of Contractor's poor progress, or inability to progress the work, persistent disregard in instruction of BHEL, assignment transfer, subletting of the contract without permission of BHEL, non fulfillment of any contractual obligation etc., and to recover compensation for such losses from the contractor including BHELs supervision charges and overheads from Security Deposit / other dues.

**13.2** To terminate the contract after due notice to cause forfeiting of Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages in the event of:

- 10) Contractor's continued poor progress.
- 11) Withdrawal from or abandonment of the work before completion of the work.
- 12) Corrupt act of contractor.
- 13) Insolvency of the contractor.
- 14) Persistent disregards to the instructions of BHEL.
- 15) Assignment transfer, sub-letting of the contract without BHEL's permission.
- 16) Non-fulfillment of any contractual obligations.

**13.3** To recover any money due from the contractor from any money due to the contractor under this contract or any other contract or from the Security Deposit.

**13.4 Liquidated Damages/Penalty:** **If the bidder is not able to complete the supply within the contract period then a LD amount for delay 0.5% of the contract value per week of delay or part thereof subject to a ceiling of 10% of contract value.**

**13.5** To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case BHEL's contracts with their customers are terminated for any reason.

**13.6** To affect recovery from any amount due to the contractor under this or any other contractor in any other form the moneys BHEL is forced to pay to anybody, due to contractor's failure to fulfill any of his obligation.

**13.7** To restrict or increase the quantity and nature of work to suit the site requirements since the tender specification is based on preliminary documents and quantities furnished there in are indicative and approximate and the rates quoted shall not be subject to revision.

**13.8** To deploy BHEL's fitters, welders, operators and technicians in case of emergency/poor progress/deficiency in skill on the part of employees of contractor's and to recover the expenditure on account of the same from contractor's bills.

**13.9** While every endeavor will be made by BHEL they cannot guarantee un-interrupted work to the contractor due to conditions beyond their control. Contractor will not be entitled for any compensation extra payment on his account.

**13.10** In the event of any dispute of any nature, the decision of BHEL shall be final and binding on the contractor.

**14) CONSEQUENCES OF CANCELLATION:**

**14.1** Whenever BHEL exercises its authority to terminate the contract/withdraw a portion of work under the clause 13 they may complete the work by any means. In the event of the cost of completion as certified by the site Engineer which is final and conclusive being less than the contract cost, the advantage shall accrue to BHEL and that if the cost of completion exceeds the moneys due to the contractor under the contract, the contractor shall either pay the excess amount ordered by BHEL or the same shall be recovered from the contractor by any other means. This will be in addition to the forfeiture of Security Deposit and recovery of liquidated damages as per the relevant clauses.

**15) INSURANCE:**

**15.1** It is sole responsibility of the contractor to insure his workmen against accidents and injury while at work as required by relevant Rules and to pay compensation, if any, to workmen as per workmen's Compensation Act. The work will be carried out in a protected area and all the rules and regulations of the client/BHEL in the area of project which are in force from time to time will have to be followed by contractor.

**15.2** If due to negligence and/or non-observance of safety and other precautions, any accident/injury occurs to any other persons/public, the contractor shall have to pay necessary compensation and other expenses if so decided by the appropriate authorities.

**15.3** If due to contractor's carelessness, negligence or non-observance of safety precautions damage to BHELs /customers property and personnel should occur and if BHEL is unable to recover in full cost from the insurance company, the same will be recovered from the contractor.

**15.4** It shall be the responsibility of the contractor to provide security arrangement for the materials belonging to BHEL and handed over to the contractor for erection/transportation till the same are taken over by BHEL after erection/returned to BHEL stores.

**16) SERVICE LEVEL AGREEMENT:**

Successful bidder shall sign the service level agreement (SLA) signed on bond paper (Rs 100/-) to be submitted before commencement of work. Format will be shared later to successful bidder.

**17) INDEMNITY**

Vendor/ Lessor shall fully indemnify and keep indemnified the Purchaser/Lessee against all claims which may be made in respect of the use of System/ Software/ Item(s)/ Services supplied/ rendered by the Vendor/ Lessor, for infringement of any rights protected by patent, registration of designs or trademarks and legality of the Software. However, the Vendor/ Lessor will have no obligation for any claim or infringement arising from third party products not supplied in the order, modifications and technical information/ instructions advised by purchaser and use of products prohibited by product manuals.

All such claims in this regard will be settled as per Indian Laws.

In the event of any such claims being made against the Purchaser/ Lessee, Purchaser/Lessee will inform in writing to the Vendor/Lessor who shall at his own risk and cost either settle any such dispute or conduct any litigation that may arise there from.

**18) LIMITATION OF LIABILITY**

Notwithstanding anything contained herein, neither Party shall be liable for any indirect, special, punitive, consequential or incidental damages (including, without limitation, loss of use, data, revenue, profits, business) under this Agreement and the aggregate liability of Vendor, under this Agreement, shall not exceed the fees received by it under this Agreement during the six months preceding the date of such claim.

**19) PATENTS & TRADEMARKS**

Vendor shall at all times indemnify the Purchaser against all claims which may be made in respect of the Systems/goods supplied by the Vendor, for infringement of any right protected by patent, registration of designs or trademarks and legality of usage of items. In the event of any such claims being made against the Purchaser, Purchaser will inform the Vendor who shall at his own cost either settle any such dispute or solve any litigation that may arise there from.

**20) SUB-CONTRACTING**

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

**21) TERMINATION OF LEASE CONTRACT & ITS CONSEQUENCES**

- 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 Vendor, or non-performance of the equipment/system below 95% continuously for more than 3 month, at the risk and cost of the Vendor/Lessor.
- In case of the contract termination, Vendor will remove the equipment from Purchaser premises at his own risk and cost after due permission from BHEL.
- Vendor shall continue the performance of the order/contract under all circumstances, to the extent not cancelled.
- BHEL reserves the rights to cancel the contract in case the equipment and services are not found to be satisfactory.
- Consequences: As soon as the contract is cancelled / terminated by BHEL, no payment will be payable to the Vendor.

**22) SETTLEMENT OF DISPUTES**

- 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 Vendor to the Purchaser, whose decision shall be final to the parties hereto.
- 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.
- However, the Vendor shall continue to perform the Order/Contract, pending settlement of dispute(s).

**23) ACCEPTANCE OF ORDER**

Letter of acceptance of the Work Order along with Performance Bank Guarantee is to be submitted within two weeks of receipt of Purchase Order.

**24) 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, BHEL will reject a proposal for award if it determines 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 benefits of competition to BHEL.

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

**25) INCOME TAX DEPRECIATION**

Income tax depreciation will be claimed by BHEL.

**26) CONFIDENTIALITY**

Vendor shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents, etc. belonging to the Purchaser and also of the Systems, procedures, reports, input documents, manuals, results and any other company documents discussed and/or finalized during the course of execution of the order/contract.

**27) INSURANCE**

Insurance for the complete Systems/Goods shall be arranged by the Vendor/Lessor at his own risk and cost during transit, movement, storage and throughout the period of lease. Purchaser/Lessee, under any circumstances, will not be responsible for any loss/damage/theft of any systems/goods, due to any reasons, whatsoever. Claims etc. if any, will be dealt with the underwriters directly by the vendor/lessor.

Copy of insurance policy shall be submitted to BHEL. If the lessor fails to renew the policy before the expiry, BHEL may effect the insurance and deduct the cost thereof from the lease rental. The beneficiary of the insurance should be BHEL, Ranipet.

Adequate insurance coverage should be taken care by the vendor/lessor for their employees deputed at BHEL, Ranipet.

**28) FORE-CLOSURE**

In case of fore-closure of the R&G agreement by the BHEL for reasons not attributable to the bidder, prorata compensation will be payable. Compensation will be equivalent to the basic price component of the remaining quarters of the R&G period and the ownership of the equipment shall be transferred to BHEL

**GENERAL INSTRUCTIONS TO BIDDERS**

1. Sealed Tenders for the work mentioned in the Schedule are invited from Contractors experienced in works of similar kind and magnitude.
2. Tenders must be submitted in sealed covers and should be addressed to  
**Senior Engineer/Works Contract Management,  
ENGG. BUILDING –GROUND FLOOR(WESTSIDE),  
BHARAT HEAVY ELECTRICALS LIMITED,  
RANIPET – 632 406.**

**The Name, Address of the Bidder and the name of work shall be clearly mentioned on the cover.**

3. Tenders will be received up to **14.00 hrs. on 16.07.2020** in the prescribed form and will be opened on **16.07.2020 at 14.30 hrs.** onwards at commercial Conference Hall in the presence of such of those Bidders or their agents who may choose to attend.
4. Bidder should sign and seal each and every page of the tender document including the drawings/annexure attached thereto before submitting the tender.
5. Tenders not submitted in the prescribed forms are liable for rejection.
6. In quoting the rates, the Bidders are advised to take into account all factors including any fluctuations in the market rates etc. No claim will be entertained on this account after acceptance of the tender or during the currency of the contract.
7. GENERAL CONDITIONS OF CONTRACT FOR WORKS, GENERAL INSTRUCTIONS TO BIDDERS, drawings, specifications and other documents also form part of the agreement to be entered into.
8. In the event of tender being submitted by a firm, the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the Power of Attorney on behalf of the firm concerned. In the latter case, a copy of the Power of Attorney duly attested by a Gazette Officer must accompany the tender.
9. The Bharat Heavy Electricals Limited, reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason there for. In case of acceptance of a part of tender, time for completion may also be reduced to the extent considered appropriate by the accepting authority.
10. Unit rates should be quoted in figures as well as in words with reference to each item and for all the items shown in the attached schedule.
11. The quoted rates shall also include expenditures towards complying statutory payments like Provident fund, ESI payments, bonus etc for the contract staff deployed in the work.
12. The contractor will have to submit the GSTIN Registration certificate to BHEL and claim the GST from BHEL by submitting Tax invoice as per Rules & Regulations of GST and the documentary evidence will have to be submitted along with the next bill. If for any reason, the contractor has to pay penalty, interest on GST, the contractor has to bear such additional payment. BHEL will pay only the GST at actual. **The Bharat Heavy Electricals Limited will not entertain any claim in this regard.**
13. If the bidder find discrepancies or omissions in the tender documents or should be in doubt as to their meaning, he should at once address the authority inviting the tender for clarification. Every endeavor is made to avoid any error which can materially affect the basis of the tender but the

successful Bidder shall take up on himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.

14. Quantities shown in the attached schedules are only approximate.
15. Should a Bidder or a contractor has a relative or in the case of a firm or company of contractors any of its shareholders or share holder's relative, employed in Bharat Heavy Electricals Limited, the authority inviting tenders shall be informed of this fact at the time of submission of the tender failing which tender may be disqualified or if such fact subsequently come to light, the contract may be rescinded.
16. If the Bidder expires after submission of his tender, the Bharat Heavy Electricals Limited may at its discretion cancel such tender.
17. If a partner of a firm expires after submission of the tender or after the acceptance of the tender, Bharat Heavy Electricals Limited may cancel such tender at the discretion unless the firm retains his character.
18. The Bharat Heavy Electricals Limited will not bound by any Power of Attorney granted by the Bidder or changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contract concerned.
19. The contractor deliberately, gives wrong information in his tender or creates conditions favorable for the acceptance of his tender; Bharat Heavy Electricals Limited reserves the right to reject the tender at any stage.
20. Words imparting the singular number shall also deem to include the plural number and vice versa where the context so requires.
21. The General and Special Conditions of Contract are complimentary to each other and where they are in conflict, the Special Conditions shall prevail. In regard to matters not covered by the General or Special Conditions of Contract, those contained in the specifications approved by Bharat Heavy Electricals Limited shall apply.
22. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
23. All contractors will have to produce Income Tax clearance certificate from the Income Tax authorities concerned along with their tenders. Those contractors whose income is not taxable will be required to give an affidavit of their income on the prescribed form.

**24. COMPLIANCE TO REGULATIONS AND BY-LAWS:**

The Contractor shall conform to the provisions of any statute relating to the work and regulations and By-laws of any local authority. The Contractor shall be bound to give all notices required by statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

**25. GST :**

**Registration & GST Rate**

1. Bidder should indicate GSTIN No. (Copy of GST registration to be enclosed) and PAN No. (copy of PAN to be enclosed).
2. Tender will be considered/ accepted, if & only if the vendor has a valid GST Registration No.
3. Central Tax/ State Tax/ Integrated Tax/ Union Territory tax to be quoted as extra in %.

4. Bidders to ensure correct applicability of Central Tax/ State Tax/ Integrated Tax/ Union Territory tax based on the Inter / Intra state movement Supply of goods and provision services or both.

**Invoicing & Payment**

5. The Tax Invoice for supply of Goods & Services should be raised as per the provision of GST Act & Rules and must compulsorily mention the following:-
  - a. BHEL-RANIPET GSTIN: 33AAACB4146P2ZL or GSTIN of BHEL Nodal Agency as mentioned in NIT or informed subsequently.
  - b. HSN Code or Service Accounting Code for supply of goods or services.
  - c. Name & address of supplier
  - d. GSTIN of Supplier
  - e. Consecutive Serial Number & date of issue
  - f. Description of goods or services
  - g. Total value of supply
  - h. Taxable value of supply
  - i. Tax Rate – Central Tax & State Tax or Integrated Tax, Cess
  - j. Amount of Tax charged
  - k. Place of supply
  - l. Address of delivery if different from place of supply
  - m. Signature of authorized signatory
6. Reimbursement of GST to the vendor is contingent upon complying with the following condition by the service provider:-
  - i. Uploading the onward GST Return (**GSTR-1**) in GSTN Network portal within the statutory time period.
  - ii. Discharging the GST tax liability to the Government.
  - iii. Submission of Tax Invoice to BHEL.
  - iv. Submission of proof of payment of GST to BHEL.
  - v. Availment of Input Tax Credit by BHEL.

**Input Tax Credit**

7. In case GST credit is delayed/ denied to BHEL, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to BHEL, GST amount shall be recoverable from Vendor along with interest & penalty levied/ leviable.
8. In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest & penalty levied/ leviable on BHEL.
9. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any incomplete work/service, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal).
10. For any such delay in availing of tax credit for reasons attributable to vendor (as mentioned above), interest as per the GST Act & Rules, along with penalty, if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

**Penalty for Non-compliance of GST Act**

11. Penalty amount so determined along with GST if applicable thereon shall be recovered from the contractor.

**Anti-profiteering Measure**

12. Any reduction in rate of Tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices.

**Other Provision**

13. The bidder should quote the applicable taxes and duties in the technical bid (part-A) as well as in price bid (part-B).

14. All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST).

15. The Prices quoted above must be inclusive of all taxes and duties and exclusive of GST, which will be payable extra as per applicable rules and subject to Submission of documentary evidence.

**16. In case any changes in taxes and duties as per Gov. Notification (including GST), the same shall be applicable from time to time.**

**17. If the Contractor is not registered for any statutory obligation and not liable there to, then a declaration shall be submitted along with offer that they are within the threshold limit.**

**The following details to be furnished by the bidder:**

S.No.	Details	To be filled by the bidder
1	GSTIN No. (Copy to be enclosed)	
2	PAN No (Copy to be enclosed)	
3	HSN Code & SAC Code (Copy to be enclosed)	

**SPECIAL CONDITIONS OF THE CONTRACT**

1. BHEL reserves the right to increase or decrease the tendered quantity.
2. Lowest prices received against BHEL tenders need not be the technically acceptable one, and in that case, BHEL reserves the right not to consider the same.
3. BHEL reserves the right to negotiate or refloat the tender opened, if L1 Price is not lowest Acceptable price to them inter-alia other reasons.
4. BHEL reserves the right to negotiate the L1 rate.
5. The contractor should carryout the work at the place identified by the authority concerned within the premises of BHEL.
6. This original "Tender Documents" should be submitted to us duly signed and stamped in all the pages of the Tender Specification, General conditions and special conditions etc. by the Tenderer including any deviations from tender conditions.
7. All entries in the tender documents should be in one ink. Tenderer shall duly sign all cancellations & insertions. The quoted rates shall be firm for the contract period. In quoting the rates, the tenderers are advised to take in to account all factors including any fluctuations in the market rates etc. No claim will be entertained on this account after acceptance of the tender and during the currency of the contract.
8. Rates for each item of works in the Rate Schedule should be quoted in Rupees & Paise only. The rates shall be for the finished work at site. Rates shall be both in figures and words. In case of any difference in the rates quoted in figures & words, the lower of the two rates will be taken as the tendered rate.
9. Rates quoted shall include all applicable terminal taxes leviable under the state and central government rules, except GST (will be reimbursed by BHEL). Bharat heavy Electricals Limited (BHEL) will not entertain any claim whatsoever in this respect. The quoted rates shall also include expenditures towards complying statutory payments like Provident fund, ESI payments, bonus etc for the employee & staff deployed in the work.
10. BHEL will not be responsible for any loss / delay of documents sent by post / Courier.
11. All the information as called for in the various clauses and annexure of tender specification should be furnished. Please refer to the check list. The details so furnished shall be complete in all respects and as per the formats prescribed in the Tender Documents. The bidder may have to produce original documents for verification, if so desired by BHEL.
12. The Tenderers should specify whether they are doing any other work of same nature within the State of TAMIL NADU at present.
13. In case of contractor employee strength/working time has to be increased to complete the work within the stipulated period, no extra claim for payment under any circumstances will be entertained.
14. The contractor shall name a place of business, which is to be approved by the Officer-in-charge for the purpose of his office. At this office, there shall be a person (contractor's representative) present during the regular business hours to receive and carry out instructions.
15. In case of any neglect or refusal on the part of the contractor to provide sufficient employees for the aforesaid work or if in the opinion of Officer-in-charge, the services provided by the contractor are

not satisfactory, the Officer-in-charge shall be at liberty to make such arrangement as he may deem fit at the cost and expense of the contractor. The contractor shall be advised of the amount so incurred and he shall be bound to remit the sum within three days from the date of receipt of such advice. Failure to do so will entitle the Officer-in-charge to deduct the sum from the money due to the contractor.

16. Should any error or ambiguity be discovered in the specification or information, the contractor shall forthwith bring the same to the notice of Bharat Heavy Electricals Limited before commencement of work. The BHEL's interpretation in such cases shall be final and binding on the contractor.
17. Bharat Heavy Electricals Limited reserves the right to decide the suitability of the workers and other personnel who may be employed by the contractor.
18. In case of any loss to Bharat Heavy Electricals Limited, caused due to stoppage of work without sufficient reason or damage to any equipment or components or any property thereof, due to the negligence and carelessness of the contractor's men, the responsibility shall rest with the contractor. The actual cost of the loss or damage together with the overhead will be recovered from the contractor's bill. The decision of BHEL regarding the cost of loss as well as the extent of cost of damage shall be final and conclusive.

#### **19. REVERSE AUCTION**

BHEL shall be resorting to Reverse Auction (RA) (RA Guidelines 2020 as available on [www.bhel.com](http://www.bhel.com)) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of

bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.

**ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER**

01	<b>NAME &amp; ADDRESS OF THE SUPPLIER / VENDOR PHONE NO. WITH STD CODE</b>										
		PAN NO.	<input type="text"/>								
02	<b>VENDOR CODE (as in WORK ORDER)</b>										
03	<b>Details of Bank Account:</b>										
A)	<b>NAME &amp; ADDRESS OF THE BANK (WITH PIN CODE)</b>										
B)	<b>BANK TELEPHONE NUMBER (WITH STD CODE)</b>	<input type="text"/>									
C)	<b>BANK BRANCH CODE:</b>	<input type="text"/>									
D)	<b>MICR CODE</b>	<input type="text"/>									
E)	<b>ACCOUNT NUMBER</b>	<input type="text"/>									
F)	<b>TYPE OF ACCOUNT</b>	CURRENT / OD / CASH CREDIT									
G)	<b>VENDOR NAME AS PER BANK RECORDS</b>										
H)	<b>BANK BRANCH RTGS IFSC CODE</b>	<input type="text"/>									
I)	<b>BANK BRANCH NEFT IFSC CODE</b>	<input type="text"/>									
J)	<b>VENDOR'S EMAIL ID (give two ids)</b>	<input type="text"/> <input type="text"/>									
K)	<b>NAME OF AUTHORISED SIGNATORY</b>										

**CERTIFICATE**

I / We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED, RANIPET by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited, Ranipet. I / we also agree to bear the applicable Bank Charges for the above mode of transfer.

AUTORISED SIGNATORY OF VENDOR WITH SEAL

**Banker's Certification**

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(name of account holder), the  
signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE:

DATE:

\_\_\_\_\_  
(Manager / Officer's  
Signature Under Bank stamp)  
Authorisation No. \_\_\_\_\_

**Note:** This EFT Form is to be submitted duly filled in manually in all fields and  
duly signed by Authorised Signatory and certified by Banker.

**Technical Specification of Switches:**

Core Switch			
Hardware & Performance Requirements			
Sr. No.	Criteria	Feature Description	Compliance Yes/No
<b>Hardware and Performance Requirements</b>			
1	Architecture	Shall be 19" inch rack mountable fixed switch	
2	System Throughput	The switching capacity should be min - 1Tbps	
3	Switch Redundancy	There should not be any single point of failure in the switch. All the main components like system clock, power supplies and fans etc should be in redundant configuration and Hot Swappable.	
4	Flash & Memory	The proposed switch should have sufficient RAM and Storage to hold the latest Software Release. It should support all features of switch and parameters like MAC Address Table, IP Routing Tables, VLANs etc. at their peak values as claimed in the Data Sheets of the Switch. A minimum of 1GB flash and 4GB memory shall be provided.	
5	Switch forwarding rates'(Layer2)	The Switch should support non-blocking Layer 2 switching and Layer 3 routing on all ports. Switch forwarding rate shall be 720 mpps minimum	
6	Switching Architecture	The switch should have non-blocking architecture	
7	Fiber Connectivity Options	The switch must support 48 1/10G SFP+ ports with minimum 4 40G QSFP+ up link ports as Day 1 Requirement	
8	UTP Connectivity Options	The switch must support 1/10 G Base - T connectivity.	
9	Stacking	Switches should have minimum 2 stacking ports apart from above uplink ports to extend the control plane across multiple active switches forming a single virtual switching fabric. All modules and cables should be provided in Day1.	
<b>Layer 2 Functionality</b>			
12	802.3ad	Should support Industry Standard Port/Link Aggregation for All Ports. Also Cross Module Link aggregation should be	

		supported		
13	Jumbo Frames	Jumbo Frames support more than 9000 Bytes on Gigabit / 10 G Ports and 40G ports		
14	Storm Control	Support for broadcast, multicast and unknown unicast storm control to prevent degradation of switch performance from faulty end stations		
15	802.1Q	Should support port, subnet based 802.1Q VLANs. The switch should support 4000 vlans. The switch must support Private VLAN or equivalent.		
16	Layer 2 scale	The switch should support minimum 32K no. of MAC addresses,		
17	Spanning-Tree protocol	The switch must support IEEE 802.1w RSTP and IEEE 802.1s MSTP.		
<b>Layer 3 Functionality</b>				
18	Routing Protocols	Should support routing protocol IP v4 - Static routing, OSPF v2, BGPv4, and IP v6 - BGP, OSPF v3.		
19	FHRP Support	Switch must support IP v4 VRRP and VRRP v6. It must also support DHCP Relay V4 and V6.		
20	No. of Route Entries	Should support minimum 88K Route entries for IPv4 and minimum 32K IPv6 routes.		
<b>Security Features</b>				
23	Access Control Lists	Should support Standard and Extended ACLs		
24	Various type of ACLs	Should support various type of ACLs like MAC Based, Port based, Vlan Based and routed ACLs.		
25	Integrated Security	Should support integrated security features like DHCP snooping with option-82, Dynamic Arp Inspection, IP Source guard and uRPF (unicast Reverse path forwarding)		
26	MAC Address Filtering	Should Support MAC Address Filtering based on source and destination address		
27	RADIUS/TACACS	It must support LDAP, RADIUS and TACACS+ protocol as well. The switch must support Role Based access control (RBAC).Should be able to integrate with all leading PIM solutions		
28	Access Control Entries	The switch should support upto 4K ACLs. It should support Security and QOS ACL's.		
29	Port Security	The switch should support Port-security.		

<b>Quality Of Service</b>				
33	Ingress/Egress Queuing	Should support Ingress/Egress Queuing.		
34	QoS Scheduling	Should support QoS scheduling with queues supported in hardware		
35	Queue per port	Should support upto 4 queues per port		
36	Traffic Classification	Should support ACL based traffic classification		
<b>Multicast</b>				
37	Multicast	Should support H/W based IPv4 and IPv6 Multicasting		
38	IGMP	Should Support IGMP v1, v2 , v3, IGMP Snooping		
39	PIM	Should support IPv4 Multicast with support for PIM-SM and IGMPv3. Should support IPv6 Multicast with support for MLD, MLD v2, IGMPv3, SSM for IP and PIM-SM.		
40	Multicast route Scalability	Switch should support 4K Multicast route for IPV4 and IPV6		
41	Multicast Group Scalability	Switch should support minimum 4K IGMP Group.		
<b>Management</b>				
42	Network monitoring/management	Switch should be manageable through NMS on per port/switch basis with common interface for all manageable devices on the network. Should Support SNMP, RMON/RMON-II, SSH, telnet, web management through network management software.		
43	Port Mirroring	Should support port mirroring feature for monitoring network traffic of a particular port/VLAN/group of ports/entire switch. The switch should support 4 port mirroring Session.		
44	Management interface support	Switch should support Syslog, XML (NetConf), SSHv2, Telnet, OOB Management port, Console Port.		
45	Config rollback	The switch should support configuration verification and roll-back.		
46	SNMP	The switch should support SNMP v1,v2c and V3		
<b>SDN</b>				
47	SDN support	Switch should support Open Flow, Open Day light and Open Stack controller or equivalent		
		Switch should support Python, NetConf, XML, Bash and Power shell. The switch should support customise application on to		

		the switch.		
		Switch should support VXLAN (Bridging and Routing) or NVGRE or both overlay encapsulation protocol in hardware to support multiple hypervisor deployment.. Switch should also support VXLAN based Spine - Leaf architecture to optimise the east - west traffic inside the data center.		
<b>Certification</b>				
48	Supported Standards	IEEE 802.1D Bridging and Spanning Tree		
		IEEE 802.1p QoS/CoS		
		IEEE 802.1Q VLAN Tagging		
		IEEE 802.1w Rapid Spanning Tree		
		IEEE 802.1s Multiple Spanning Tree Protocol		
		IEEE 802.1AB Link Layer Discovery Protocol		
		IEEE 802.3ad Link Aggregation with LACP		
		IEEE 802.3x Flow Control		
		IEEE 802.3ab 1000BASE-T		
		IEEE 802.3z Gigabit Ethernet		
		IEEE 802.3ae 10 Gigabit Ethernet		
		IEEE 802.3ba 40 Gigabit Ethernet		
		RFC 2460 IPv6		
		RFC 2461 Neighbor Discovery for IPv6		
		RFC 2462 IPv6 Stateless Address Autoconfiguration		
		RFC 2463 ICMPv6		
<b>Licenses</b>				
49	Licenses	Licenses required to run all the above features must be included from day 1		
<b>Environment</b>				
50	Operating temperature	32 to 104°F (0 to 40°C)		
51	Operating relative humidity	10% to 90%, noncondensing		
<b>Others</b>				
52	Mounting	Switch must be rack mountable. Rack mounting kits and accessories should be supplied.		
53	Cables & Accessories	All necessary cables - FC, power & accessories should be supplied		
54	Support & Warranty	OEM's Premium 24x7 support for throughout the contract period should include remote and onsite support, labour, comprehensive warranty covers software		

		update and upgrades.		
55	OEM/Make/Model	All switches, modules and other components must be from same OEM and the OEM should be in leaders quadrant of the latest Gartner's report for Wired and Wireless LAN Access Infrastructure.		
	<b>Specify Make/Model</b>			

<b>Distribution Switch</b>				
<b>Hardware &amp; Performance Requirements</b>				
<b>Sr. No.</b>	<b>Criteria</b>	<b>Feature Description</b>	<b>Compliance Yes/No</b>	<b>Remarks</b>
<b>Hardware and Performance Requirements</b>				
1	Architecture	Shall be 19" inch rack mountable fixed switch		
2	System Throughput	The switching capacity should be min -880 Gbps		
3	Switch Redundancy	There should not be any single point of failure in the switch. All the main components like system clock, power supplies and fans etc should be in redundant configuration and Hot Swappable.		
4	Flash & Memory	The proposed switch should have sufficient RAM and Storage to hold the latest Software Release. It should support all features of switch and parameters like MAC Address Table, IP Routing Tables, VLANs etc. at their peak values as claimed in the Data Sheets of the Switch. A minimum of 1GB flash and 4GB memory shall be provided.		
5	Switch forwarding rates'(Layer2)	The Switch should support non-blocking Layer 2 switching and Layer 3 routing on all ports. Switch forwarding rate shall be 714 mpps minimum		
6	Switching Architecture	The switch should have non-blocking architecture		
7	Fiber Connectivity Options	The switch must support 24 1/10G SFP+ ports with minimum 2 40G QSFP+ up link ports as Day 1 Requirement		
8	UTP Connectivity Options	The switch must support 1/10 G Base - T connectivity.		

9	Stacking	Switches should have minimum 2 stacking ports apart from above uplink ports to extend the control plane across multiple active switches forming a single virtual switching fabric. All modules and cables should be provided in Day1.		
<b>Layer 2 Functionality</b>				
12	802.3ad	Should support Industry Standard Port/Link Aggregation for All Ports. Also Cross Module Link aggregation should be supported		
13	Jumbo Frames	Jumbo Frames support more than 9000 Bytes on Gigabit / 10 G Ports and 40G ports		
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15	802.1Q	Should support port, subnet based 802.1Q VLANs. The switch should support 4000 vlans. The switch must support Private VLAN or equivalent.		
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26	MAC Address Filtering	Should Support MAC Address Filtering		

		based on source and destination address		
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35	Queue per port	Should support upto 4 queues per port		
36	Traffic Classification	Should support ACL based traffic classification		
<b>Multicast</b>				
37	Multicast	Should support H/W based IPv4 and IPv6 Multicasting		
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39	PIM	Should support IPv4 Multicast with support for PIM-SM and IGMPv3. Should support IPv6 Multicast with support for MLD, MLD v2, IGMPv3, SSM for IP and PIM-SM.		
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41	Multicast Group Scalability	Switch should support minimum 4K IGMP Group.		
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43	Port Mirroring	Should support port mirroring feature for monitoring network traffic of a particular port/VLAN/group of ports/entire switch. The switch should support 4 port mirroring Session.		
44	Management interface support	Switch should support Syslog, XML (NetConf), SSHv2, Telnet, OOB Management port, Console Port.		
45	Config rollback	The switch should support configuration verification and roll-back.		

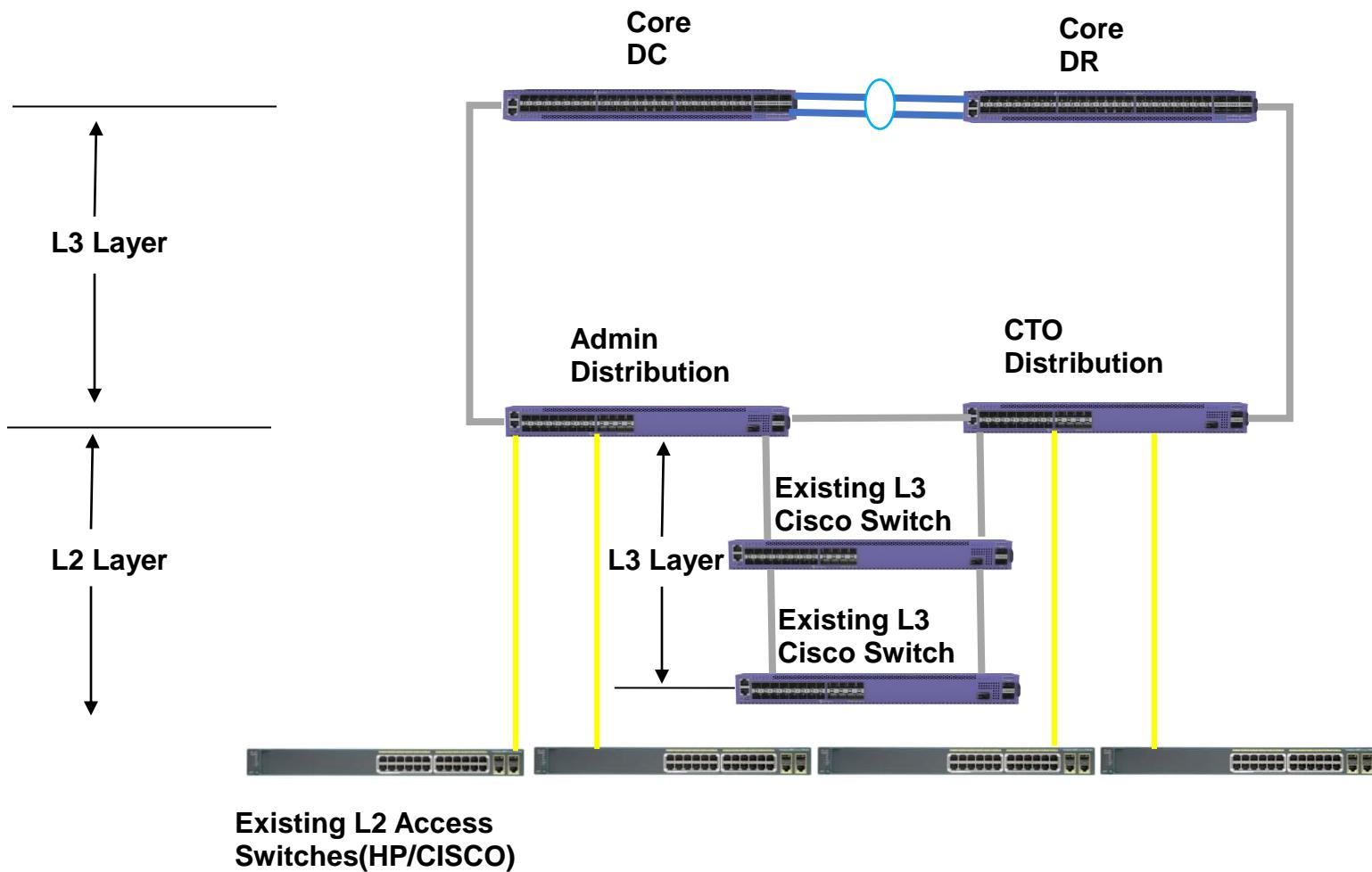
46	SNMP	The switch should support SNMP v1,v2c and V3		
<b>SDN</b>				
47	SDN support	<p>Switch should support Open Flow, Open Day light and Open Stack controller or equivalent</p> <p>Switch should support Python, NetConf, XML, Bash and Power shell. The switch should support customise application on to the switch.</p> <p>Switch should support VXLAN (Bridging and Routing) or NVGRE or both overlay encapsulation protocol in hardware to support multiple hypervisor deployment.. Switch should also support VXLAN based Spine - Leaf architecture to optimise the east - west traffic inside the data center.</p>		
<b>Certification</b>				
48	Supported Standards	<p>IEEE 802.1D Bridging and Spanning Tree</p> <p>IEEE 802.1p QoS/CoS</p> <p>IEEE 802.1Q VLAN Tagging</p> <p>IEEE 802.1w Rapid Spanning Tree</p> <p>IEEE 802.1s Multiple Spanning Tree Protocol</p> <p>IEEE 802.1AB Link Layer Discovery Protocol</p> <p>IEEE 802.3ad Link Aggregation with LACP</p> <p>IEEE 802.3x Flow Control</p> <p>IEEE 802.3ab 1000BASE-T</p> <p>IEEE 802.3z Gigabit Ethernet</p> <p>IEEE 802.3ae 10 Gigabit Ethernet</p> <p>IEEE 802.3ba 40 Gigabit Ethernet</p> <p>RFC 2460 IPv6</p> <p>RFC 2461 Neighbour Discovery for IPv6</p> <p>RFC 2462 IPv6 Stateless Address Auto configuration</p> <p>RFC 2463 ICMPv6</p>		
<b>Licenses</b>				
49	Licenses	Licenses required to run all the above features must be included from day 1		
<b>Environment</b>				
50	Operating temperature	32 to 104°F (0 to 40°C)		
51	Operating relative humidity	10% to 90%, noncondensing		
<b>Others</b>				
52	Mounting	Switch must be rack mountable. Rack		

		mounting kits and accessories should be supplied.		
53	Cables & Accessories	All necessary cables - FC, power & accessories should be supplied		
54	Support & Warranty	OEM's Premium 24x7 support for throughout the contract period should include remote and onsite support, labour, comprehensive warranty covers software update and upgrades.		
55	OEM/Make/Model	All switches, modules and other components must be from same OEM and the OEM should be in leaders quadrant of the latest Gartner's report for Wired and Wireless LAN Access Infrastructure.		
<b>Specify Make/Model</b>				

	<b>Transceivers</b>	<b>Compliance Yes/No</b>	<b>Remarks</b>
1. QSFP 40GBASE-LR4 Trnsr Mod LC,10Km 2. 10GBASE-LR SFP Mod 3. 1000BASE-T SFP Trnsr Mod for CAT5 Copper wire 4. 1000BASE- LX/LH 1G SFP SM Mod 5. 1000BASE- SX/SR 1G SFP MM Mod	All modules shall be from same OEM as that of the supplied switches  All necessary cables - FC, power and accessories shall be supplied		

## Proposed Network Architecture

- IEEE Based LACP
- 40 G Link
- 10 G Link
- 1 G Link With IEEE 802.1Q Based Vlans



## **PERFORMANCE BANK GUARANTEE (PBG) FORMAT**

## **INSTRUCTIONS FOR PBG AND LIST OF BHEL BANKERS**

**BANK GUARANTEE FOR PERFORMANCE SECURITY**

Bank Guarantee No:

Date:

**To**

Bharat Heavy Electricals Limited,  
Boiler Auxiliaries Plant,  
RANIPET -632 406,  
Tamil Nadu,  
INDIA

Dear Sirs,

In consideration of the **Bharat Heavy Electricals Limited** **1** (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at "**BHEL House**", **SIRI Fort, New Delhi- 110049** through its Unit at **Boiler Auxiliaries Plant located at Ranipet-632406, Tamil Nadu, INDIA** having awarded to \_\_\_\_\_ **2** having its registered office at \_\_\_\_\_ herein after referred to as the 'Contractor/Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No. / **PO No** \_\_\_\_\_ dated \_\_\_\_\_ **3**. Valued at Rs \_\_\_\_\_ **4** (Rupees (In words) . \_\_\_\_\_) for \_\_\_\_\_ **5** (hereinafter called the 'Contract') and the Contractor having agreed to provide a Contract Performance Guarantee equivalent to **10%** (**Ten Percent**) of the said value of the Contract to the Employer for the faithful performance of the Contract.

We \_\_\_\_\_ (hereinafter referred to as the Bank), having registered/Head Office at \_\_\_\_\_ and inter alia a branch at \_\_\_\_\_ being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount Rs \_\_\_\_\_ (**Rupees** \_\_\_\_\_) without any demur, immediately on a demand from the Employer. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding **Rs.** \_\_\_\_\_ (**Rupees** \_\_\_\_\_).

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor/Supplier in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the contractors/supplier shall have no claim against us for making such payment.

We the \_\_\_\_\_ bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

We \_\_\_\_\_ BANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contractor/Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Contractor/Supplier and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor/Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall remain in force up to \_\_\_\_\_<sup>6</sup> with a validity period of \_\_\_\_ months & claim period of 3 months and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor/Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_<sup>7</sup> we shall be discharged from all liabilities under this guarantee thereafter.

We \_\_\_\_\_, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ Only)<sup>8</sup>
- b) This Guarantee shall be valid up to \_\_\_\_\_<sup>9</sup>
- c) Unless the Bank is served a written claim or demand on or before \_\_\_\_\_<sup>10</sup> all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We \_\_\_\_\_ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of  
(Name of the Bank)

Dtd :

Place of Issue:

1. NAME AND ADDRESS OF EMPLOYER i.e., *Bharat Heavy Electricals Limited.*
- 2 NAME AND ADDRESS OF VENDOR/CONTRACTOR/SUPPLIER
3. DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE
4. BG AMOUNT IN FIGURES AND WORDS
5. PROJECT/SUPPLY DETAILS
6. VALIDITY DATE with a validity of 3 months claim period.
7. DATE OF EXPIRY OF CLAIM PERIOD
8. BG AMOUNT IN FIGURES AND WORDS
9. VALIDITY DATE
10. DATE OF EXPIRY OF CLAIM PERIOD

*Ple note: The Validity period wrt our conditions applicable for the Supply / Erection & condition.*

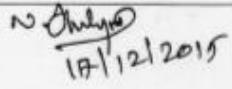
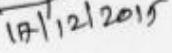
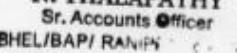
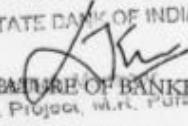
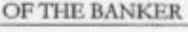
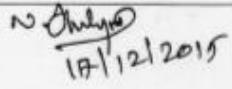
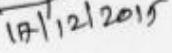
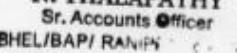
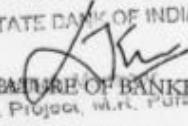
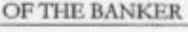
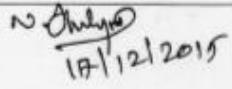
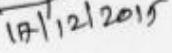
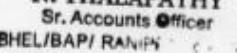
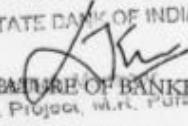
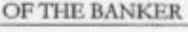
## Instructions for Filling up Bank Guarantee

	<p style="text-align: center;"><b>BHEL BAP RANIPET</b> <b>INSTRUCTIONS FOR BANK GUARANTEE</b></p> <p>1.1 Bank Guarantee shall be issued by any one of BHEL's Bankers or any Nationalized Bank. Please refer to List of BHEL's Bankers enclosed.</p> <p>1.2 If it is not possible, then BG can be issued by a Scheduled Commercial Bank with the prior approval of BHEL.</p> <p>1.3 BG from Co-operative Banks is not acceptable.</p> <p>2.1 Pre-printed BG Form of BHEL only shall be used.</p> <p>2.2 Only the relevant information like Supplier Name, BG Value, Contract No., Validity etc. shall be typed in the pre-printed form and executed by Bank.</p> <p>2.3 Special adhesive stamp of the required value shall be affixed on the 1<sup>st</sup> Page of the Form.</p> <p>2.4 If Special Adhesive stamps are not available, then applicable stamp duty shall be paid at the Bank / Agency nominated by the concerned State Government to collect stamp duty, who will affix their signature, date and seal in the first page of the BG Form clearly marking it as "SPECIAL ADHESIVE" &amp; "STAMP DUTY".</p> <p>2.5 Stamp Duty for the BG shall be at the rate as applicable in the State where the BG is executed.</p> <p>2.6 Bank seal shall be affixed on the special adhesive stamp.</p> <p>3.1 The executing officer of the Bank shall indicate his name, designation and power of attorney number / signing power number etc. on the BG.</p> <p>3.2 Any correction / overwriting on the BG shall be duly authenticated under the Seal and signature of the executing officer of the Bank.</p> <p>3.3 Each page of the BG shall be duly signed/initialed by the executing officer of the Bank and the last page is to be signed with full particulars under the seal of the Bank.</p> <p>3.4 Fax number, e-mail Address, contact person, phone number and complete postal address shall be indicated in the covering letter of the BG from Bank.</p> <p>4.1 The validity of the BG shall cover a period of 18 months (or such other period as per purchase Order, if otherwise specified) from the last date of dispatch as per Purchase Order or actual date of last dispatch under the Purchase Order, whichever is later.</p> <p>4.2 The BG shall have a claim period of 3 months. If no separate claim period is indicated in the BG, then the validity shall be 18 months (or such other period as per Purchase Order, if otherwise specified) plus 3 months.</p>
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- 5.1 No clause of the BHEL BG Form shall be altered, deleted or new clauses added by the Issuing Bank under any circumstances. Bank Guarantees with altered/deleted/added clauses will not be accepted by BHEL under any circumstances.
- 5.2 If the Issuing bank wants to add any additional clauses, it shall be intimated to BHEL well in advance with exact text of clause, which shall be subject to approval by BHEL Law Department. Those clauses specifically accepted by BHEL Law Dept. can be added in the last page of the BG Form and executed by Bank.
- 6.1 Bank Guarantee shall be forwarded by Issuing Bank directly to Accounts Officer/ Stores Bills, BHEL/BAP, Ranipet-632406.
- 6.2 If it is not directly forwarded to BHEL due to unavoidable circumstances, then the Issuing Bank shall send a letter directly to BHEL confirming the issue of the BG enclosing a photocopy of the Original BG.
- 6.3 The Bank Guarantee should not be routed through Bank along with other dispatch documents under any circumstances.
- 7.1 In case of any extension of a BG the same shall be executed on non-judicial stamp paper of the required value.
- 7.2 Only the due date and claim period shall be extended.
- 7.3 The extension should not result in alteration of any material facts of the BG.

Bank Guarantees executed as per the above instructions only shall be accepted at our end. Hence kindly ensure compliance with the above instructions for early processing of the bills and to avoid hold up of the bills.

## BHEL Ranipet Bank Details

SECTION- 3 BANK AND PAYMENT MANDATE (Enclose supporting for the detail provided below)			
PAYMENT MODE (NEFT / RTGS / ECS/ CHEQUE)	RTGS		
NAME OF BENEFICIARY	<b>BHEL/BAP/RANIPET</b>		
NAME OF BANK	<b>STATE BANK OF INDIA</b>		
BANK BRANCH ADDRESS	<b>STATE BANK OF INDIA BHEL PROJECT BRANCH MUKUNDARAYA PURAM BHEL TOWNSHIP RANIPET-632406</b>		
ACCOUNT TYPE (SAVINGS, CURRENT, CASH CREDIT, ETC)	<b>CASH CREDIT (CC)</b>		
ACCOUNT NO	<b>10664849171</b>		
MICR CODE (9 DIGIT MICR CODE AS APPEARING ON CHEQUE LEAF) (EXAMPLE 110240157)	<b>632002003</b>		
IFSC CODE (11 DIGIT IFSC CODE OF THE BANK BRANCH) (EXAMPLE HDFC0001374)	<b>SBIN0007013</b>		
<p><b>DECLARATION</b></p> <p>I/WE, HEREBY DECLARE THAT THE PARTICULARS GIVEN ABOVE ARE CORRECT AND COMPLETE. IN CASE THE TRANSACTION IS DELAYED OR NOT EFFECTED AT ALL FOR REASONS OF INCOMPLETE OR INCORRECT INFORMATION AND FOR REASONS BEYOND THE CONTROL OF NBPL, I/WE WOULD NOT HOLD, NBPL RESPONSIBLE. I/WE DECLARE THAT, WHENEVER THERE IS A CHANGE IN THE ABOVE DETAILS, I/WE SHALL FURNISH THE FORM AFRESH.</p>			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">           SIGNATURE :             NAME :             DESIGNATION :             DATE :             COMPANY SEAL :  </td> <td style="width: 50%; padding: 5px;">           VERIFIED THE ABOVE DETAILS            For STATE BANK OF INDIA              (SIGNATURE OF BANKER)            BHEL Project, M.L.R. Puram            L. KUMAR            SEAL OF THE BANKER   </td> </tr> </table>		SIGNATURE :  NAME :  DESIGNATION :  DATE :  COMPANY SEAL : 	VERIFIED THE ABOVE DETAILS For STATE BANK OF INDIA  (SIGNATURE OF BANKER) BHEL Project, M.L.R. Puram L. KUMAR SEAL OF THE BANKER 
SIGNATURE :  NAME :  DESIGNATION :  DATE :  COMPANY SEAL : 	VERIFIED THE ABOVE DETAILS For STATE BANK OF INDIA  (SIGNATURE OF BANKER) BHEL Project, M.L.R. Puram L. KUMAR SEAL OF THE BANKER 		

## LIST OF BHEL BANKERS

List of Consortium Banks * (wef 22.03.2016)	
Nationalised Banks	Nationalised Banks
1 Allahabad bank	19 Vijaya Bank
2 Andhra bank	<b>Public Sector Banks</b>
3 Bank of Baroda	20 IDBI
4 Canara Bank	<b>Foreign banks</b>
5 Corporation bank	21 CITI Bank N.A
6 Central bank	22 Deutsche Bank AG
7 Indian Bank	23 The Hongkong and Shanghai Banking Corporation Limited
8 Indian Oversea Bank	24 Standard Chartered Bank
9 Oriental bank of Commerce	25 J P Morgan
10 Punjab National Bank	
11 Punjab & Sindh Bank	<b>Private banks</b>
12 State Bank of India	26 Axis Bank
13 State Bank of Hyderabad	27 The Federal Bank Limited
14 Syndicate Bank	28 HDFC
15 State Bank of Travancore	29 Kotak Mahindra Bank
16 UCO Bank	30 ICICI
17 Union Bank of India	31 Indusind Bank
18 United Bank of India	32 Yes Bank

## Annexure -I

## UNPRICED BID (TO BE IN SEPARATE ENVELOPE)

Price details of Supply of Network Switches on finance lease for a period of 5 years (BIDDER TO QUOTE ONLY "T" IN RUPEES ONLY) (EXCLUDING GST)							
Sl. No	Item	Unit Qty( Nos)	Towards equipment cost/Outright purchase price(excluding taxes)	Towards Maintenance charges (excluding taxes)	Incidentals like interest on capital(excluding taxes)	Quarterly cost per item	Total cost for desired qty for 5 yrs.
			Quarterly	Quarterly	Quarterly	Quarterly	
			% of [a] in A1 per unit per quarter	% of [b] in A1 per unit per quarter	% of [c] in A1 per unit per quarter		% of A1 in Total Price Bid - A (T1)
	Items on Lease	Q	$[a] = (\% \text{ of A1}) / (Q \times 20)$	$[b] = (\% \text{ of A1}) / (Q \times 20)$	$[c] = (\% \text{ of A1}) / (Q \times 20)$	$d = [a+b+c]$	$A1 = Q \times d \times 20$
1	Core Switches 48-port x 1/10G + 4-port 40/100G	2	67.25%	2.02%	30.74%	100%	27.16%
2	Distribution Switches 24-port 10G	2	67.25%	2.02%	30.74%	100%	3.69%
3	Transceivers						
3a	QSFP 40GBASE-LR4 Trnscr Mod LC,10Km	4	67.25%	2.02%	30.74%	100%	21.82%
3b	10GBASE-LR SFP Mod	20	67.25%	2.02%	30.74%	100%	5.14%
3c	1000BASE-T SFP Trnscr Mod for CAT5 Copper wire	30	67.25%	2.02%	30.74%	100%	5.70%
3d	1000BASE-LX/LH 1G SFP SM Mod	6	67.25%	2.02%	30.74%	100%	1.14%
3e	1000BASE-SX/SR 1G SFP MM Mod	30	67.25%	2.02%	30.74%	100%	5.70%
4	5 Years Premium Support (24 x 7) for all switches & modules	4	67.25%	2.02%	30.74%	100%	14.79%
5	Resident Engineers (OEM Certified, min three years' experience)	3	100.00%	0.00 %	0.00%	100%	14.88%
	<b>Total Price Bid -A</b>						<b>T1 (100%)</b>

<b>Price Format-B</b>				
<b>Quarterly AMC Charges for 6<sup>th</sup> and 7<sup>th</sup> year (EXCLUDING GST)</b>				
<b>Sl.No</b>	<b>Item</b>	<b>Qty(Nos) (b)</b>	<b>Quarterly AMC charges per unit (exclusive of taxes)(in Rs.)</b>	<b>Total Quarterly AMC charges for 2 years (C)</b>
			<b>(a)</b>	<b>(c=a*b*8)</b>
1	Core Switches 48-port x /1/10/25G + 4-port 40/100G	2	1.53%	24.50%
2	Distribution Switches 24-port 10G	2	0.21%	3.33%
3	Transceivers(3a to 3e of Price format-A)	1 set	0.70%	5.63%
4	Resident Engineers (OEM Certified, Min three years' experience)	3	2.77%	66.54%
	Total Price Bid -B			<b>T2 (100%)</b>

	<b>Details</b>	<b>Total Quarterly Charges in Rs.</b>
	Total – Price Bid A (T1) (exclusive of taxes)	<b>91.79%</b>
	Total – Price Bid B (T2) (exclusive of taxes)	<b>8.21%</b>
	<b>Total Lump sum Amount ( exclusive of GST) (T = T1 + T2) QUOTE -----→</b>	<b>Rs . QUOTED</b>
	GST%(SUPPLY AND SERVICE PORTION TO BE MENTIONED)	_____ %
	<b>Total Lump sum Amount ( inclusive of GST) QUOTE -----→</b>	<b>Rs . QUOTED</b>

**ANNEXURE II**

**ANNUAL TURNOVER OF BIDDER**

Sl.No.	Financial Year	Turnover (In Rs. Crores)
1		
2		
3		

Note: During the last 3 years ending 31st March of the previous year

Signed by:

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Organization: \_\_\_\_\_

Date & Place: \_\_\_\_\_

Phone/Fax/Mobile/Email: \_\_\_\_\_

Stamp & Seal: \_\_\_\_\_

Place:

Date:

**ANNEXURE III**

**COPY OF MAJOR ORDERS RECEIVED IN LAST 7 YEARS**

S.No.	Organization Name	Contact Person (Name, Address, Contact person, Phone and Email)
1		
2		
3		
4		
5		

Signed by:

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Organization: \_\_\_\_\_

Date & Place: \_\_\_\_\_

Phone/Fax/Mobile/Email: \_\_\_\_\_

Stamp & Seal: \_\_\_\_\_

Place:

Date:

**ANNEXURE IV**

**CONFIRMATION ON NOT HOLD/DELISTED/BANNED**

With reference to the tender **9800004E** we confirm that we have not been under hold or delist or banned by any of BHEL unit or any other PSU or Government body as on bid opening date for "**Network upgradation at BAP BHEL Ranipet**".

Signed by:

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Organization: \_\_\_\_\_

Date & Place: \_\_\_\_\_

Phone/Fax/Mobile/Email: \_\_\_\_\_

Stamp & Seal: \_\_\_\_\_

Place:

Date:

**ANNEXURE V**

**DECLARATION FROM BIDDER**

We hereby declare and confirm that we have understood the works as per tender **9800004E** and acquired full knowledge and information about the total works involved. We further confirm that the above information is true and correct and we will not raise any claim of any nature due to lack of knowledge of works.

Also we declare that, we fully comply with all the requirements of the tender and confirm our willingness to participate in RA process if BHEL decides to go for RA.

Signed by:

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Organization: \_\_\_\_\_

Date & Place: \_\_\_\_\_

Phone/Fax/Mobile/Email: \_\_\_\_\_

Stamp & Seal: \_\_\_\_\_

Place:

Date:

**ANNEXURE VI**

**CONFIRMATION OF NOT BANKRUPTED**

With reference to the tender **9800004E** we confirm that we have not been involved in any bankruptcy issues as on bid opening date for “**Network upgradation at BAP BHEL Ranipet**”.

Signed by:

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Organization: \_\_\_\_\_

Date & Place: \_\_\_\_\_

Phone/Fax/Mobile/Email: \_\_\_\_\_

Stamp & Seal: \_\_\_\_\_

Place:

Date:

**ANNEXURE VII**

**NON-DISCLOSURE AGREEMENT**

I, \_\_\_\_\_, on behalf of the \_\_\_\_\_ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with BHEL on contract is confidential and that the nature of the business of the BHEL is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL. Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.

Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL all documents and property of BHEL, including but not necessarily limited to: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, and are reasonable given the nature of the business carried on by the BHEL. I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

I will abide by the ISMS manual of BHEL, Ranipet.

Dated at \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Name:

Company:

Signature:

**ANNEXURE VIII****DECLARING DEVIATION CERTIFICATE****Deviation in Technical  
Specification**

Table No.	SI. No	Item or Parameter	Specification	Deviation	Alternate solution

Signed by:

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Organization: \_\_\_\_\_

Date &amp; Place: \_\_\_\_\_

Phone/Fax/Mobile/Email: \_\_\_\_\_

Stamp &amp; Seal: \_\_\_\_\_

Place:

Date:

**ANNEXURE IX**

**NO-DEVIATION CERTIFICATE**

(To be given in bidder's letter head)

Ref: BHEL's Tender No. 9800004E Dated: 22.06.2020

It is Certified that the offered solution vide tender No. 9800004E dt. 22.06.2020 in response to BHEL's enquiry mentioned under reference has no Technical deviation with the requirement of BHEL, Ranipet given vide the Technical Specification (Requirement).

Signed by:

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Organization: \_\_\_\_\_

Date & Place: \_\_\_\_\_

Phone/Fax/Mobile/Email: \_\_\_\_\_

Stamp & Seal: \_\_\_\_\_

Place:

Date:

**ANNEXURE X****CONFORMATION TO COMMERCIAL TERMS AND CONDITIONS**

S.NO	R&G (Rental and guarantee) contract quoted shall be inclusive of the following during the R&G period and shall remain FIRM without any variation till completion of the R&G contract: The project will be on R&G contract basis. All required hardware and software for the system shall be supplied, installed and commissioned by the vendor. Split-up of the scope of work of this contract is not acceptable. It includes the following but not limited to -	<b>Bidder's compliance</b> <b>YES/NO</b>	<b>Bidder's remarks</b>
1	Freight, handling and packing charges, transit insurance, installation		
2	Onsite comprehensive maintenance		
3	On-site comprehensive Insurance (all risks) covering total scope of supply and manpower		
4	Spares and software/firmware updates		
5	All taxes and duties		
6	BHEL reserves the right to retain the hardware, software and other items supplied in this procurement at the end of the lease period on payment of Re.1/- (Rupee one only) On payment of terminal charges, the ownership of entire system including all the equipments, spares and software will get transferred to BHEL without any other payments. BHEL will claim depreciation as per provisions of Income-tax Act from the date of commissioning.		
7	The Annual Maintenance charges subsequent to the R&G contract period shall be quoted for each item. The scope of AMC after R&G contract period shall be comprehensive including spares & services and shall be applicable for a period of two years and will be binding on the Bidder. The payment for AMC will be made quarterly at the end of the each quarter and within 90 days of submission of invoice, in triplicate, in original along with necessary documents as		

	<p>detailed in the general terms and conditions.</p> <p>BHEL reserves the right to enter into AMC for two years after the R&amp;G contract period of five years.</p>		
8	All equipment supplied and installed at the stipulated locations shall be new and conforming to the contract technical specifications. Relevant test certificates, certificate of newness of equipment and any other statutory documents including but not limited to Excise Invoice should be furnished.		
9	Confirmation on not hold/delist/banned: As per QR 3(f)		
10	Installation and commissioning: As per clause 1.1		
11	Lease agreement: As per clause 1.5		
12	Training : As per clause 1.6		
13	Penalty for SLA Non Conformance: As per clause 1.10		
14	Spares: As per clause 1.11		
15	Terms of Payment: As per clause 1.13		
16	Warranty and support: As per clause 1.14		
17	General terms and conditions of Reverse Auction: As per clause 19 of Special Conditions of Contract		
18	Validity of the offer: As per clause 5 of General conditions of Contract		
19	Delivery: As per tender notice		
20	Rates: As per General Conditions of Contract		
21	Liquidated Damages: As per clause 13.4		
22	Performance Bank guarantee: As per clause 1.2		
23	Indemnity: As per clause 18 of General conditions of Contract		
24	Integrity Pact: As per clause 17 of General conditions of Contract		

25	Force Majeure: As per clause 22 of Important instructions of bidders		
26	Risk Purchase: As per clause 21(c) of Important instructions of bidders		
27	Patents and Trademarks: As per clause 20 of General conditions of Contract		
28	Subcontracting: As per clause 21 of General conditions of Contract		
29	Termination of lease contract and consequences: As per clause 22 of General conditions of Contract		
30	Settlement of disputes: As per clause 23 of General conditions of Contract		
31	Arbitration: As per clause 21(a) of Important instructions of bidders		
32	Acceptance of Order: As per clause 24 of General conditions of Contract		
33	Ethical Standard: As per clause 25 of General conditions of Contract		
34	Income tax depreciation: As per clause 26 of General conditions of Contract		
35	Limitation of liability: As per clause 19 of General conditions of Contract		
36	Confidentiality: As per clause 27 of General conditions of Contract		
37	Insurance: As per clause 28 of General conditions of Contract		
38	Fore-closure: As per clause 29 of General conditions of Contract		
39	Other terms and conditions		

**Check List of Enclosures**

SI No	Documents to be attached	Reference	Whether attached or not
1	Authorization letter from OEM citing reference of this tender		
2	Acceptance of Technical Terms and Conditions		
3	Technical specification of the offered solution to be filled in the Check-list format issued as Requirements in the tender		
4	Deviations, if any, as per BHEL's Format or "No-Deviations" Certificate		
5	Un-priced Commercial offer as per Price Format	PRICE BID-A, B & C	
6	Quoted for all items	Check	
7	Documents reference for meeting eligibility criteria clause 2.1/2.2 as applicable.	Document reference	
8	Signed copy of tender		
9	Income Tax Clearance Certificate of last three years		
10	Certificate of Incorporation		
11	Non-Disclosure Agreement		
12	Integrity Pact		
13	Performance Bank Guarantee		
14	CA certificate in case of MSME vendor		
15	Annual Turnover of Bidder		
16	Copy of Major Order received in last 10 years		
17	Confirmation on not hold/delist/banned		
18	Declaration from Bidder		
19	Commercial terms and conditions		
20	Critical Spares list		
21	Hardware/Software license details ( along with feature list)		

**IMPORTANT NOTE RELATED TO PRICE BID:**

1. Individual item rates for the above schedules will be arrived based on the lumpsum amount quoted by the bidder & % percentage weightage indicated against each schedule. This amount shall be rounded off to the nearest Rupee.
2. Applicable/Quoted GST amount will be extra & same will be taken into account while evaluating total cost to BHEL, for arriving at L1 bidder.
3. Any other entry elsewhere (individual item rate, if any) in the Price bid by the bidder shall be treated as Null and Void.
4. The above rates are quoted after having fully read and understood the enquiry terms and condition.

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## Price Format-A

## PRICED BID (TO BE IN SEPARATE ENVELOPE)

Price details of Supply of Network Switches on finance lease for a period of 5 years (BIDDER TO QUOTE ONLY "T" IN RUPEES ONLY (EXCLUDING GST))							
Sl. No	Item	Unit Qty( Nos)	Towards equipment cost/Outright purchase price(excluding taxes)	Towards Maintenance charges (excluding taxes)	Incidentals like interest on capital(excluding taxes)	Quarterly cost per item	Total cost for desired qty for 5 yrs.
			Quarterly	Quarterly	Quarterly	Quarterly	
			% of [a] in A1 per unit per quarter	% of [b] in A1 per unit per quarter	% of [c] in A1 per unit per quarter		% of A1 in Total Price Bid - A (T1)
	Items on Lease	Q	$[a] = (\% \text{ of A1}) / (Q \times 20)$	$[b] = (\% \text{ of A1}) / (Q \times 20)$	$[c] = (\% \text{ of A1}) / (Q \times 20)$	$d = [a+b+c]$	$A1 = Q \times d \times 20$
1	Core Switches 48-port x 1/10G + 4-port 40/100G	2	67.25%	2.02%	30.74%	100%	27.16%
2	Distribution Switches 24-port 10G	2	67.25%	2.02%	30.74%	100%	3.69%
3	Transceivers						
3a	QSFP 40GBASE-LR4 Trnscr Mod LC,10Km	4	67.25%	2.02%	30.74%	100%	21.82%
3b	10GBASE-LR SFP Mod	20	67.25%	2.02%	30.74%	100%	5.14%
3c	1000BASE-T SFP Trnscr Mod for CAT5 Copper wire	30	67.25%	2.02%	30.74%	100%	5.70%
3d	1000BASE-LX/LH 1G SFP SM Mod	6	67.25%	2.02%	30.74%	100%	1.14%
3e	1000BASE-SX/SR 1G SFP MM Mod	30	67.25%	2.02%	30.74%	100%	5.70%
4	5 Years Premium Support (24 x 7) for all switches & modules	4	67.25%	2.02%	30.74%	100%	14.79%
5	Resident Engineers (OEM Certified, min three years' experience)	3	100.00%	0.00 %	0.00%	100%	14.88%
	<b>Total Price Bid -A</b>						<b>T1 (100%)</b>

<b>Price Format-B</b>				
<b>Quarterly AMC Charges for 6<sup>th</sup> and 7<sup>th</sup> year (EXCLUDING GST)</b>				
<b>Sl.No</b>	<b>Item</b>	<b>Qty(Nos) (b)</b>	<b>Quarterly AMC charges per unit (exclusive of taxes)(in Rs.)</b>	<b>Total Quarterly AMC charges for 2 years (C)</b>
			<b>(a)</b>	<b>(c=a*b*8)</b>
1	Core Switches 48-port x /1/10/25G + 4-port 40/100G	2	1.53%	24.50%
2	Distribution Switches 24-port 10G	2	0.21%	3.33%
3	Transceivers(3a to 3e of Price format-A)	1 set	0.70%	5.63%
4	Resident Engineers (OEM Certified, Min three years' experience)	3	2.77%	66.54%
	Total Price Bid -B			T2 (100%)

	<b>Details</b>	<b>Total Quarterly Charges in Rs.</b>
	Total – Price Bid A – T1 (exclusive of taxes)	<b>91.79%</b>
	Total – Price Bid B - T2 (exclusive of taxes)	<b>8.21%</b>
	Total Lump sum Amount ( exclusive of GST) (T = T1 + T2) QUOTE -----→	Rs.
	GST%(SUPPLY AND SERVICE PORTION TO BE MENTIONED) _____ %	Rs.
	Total Lump sum Amount ( inclusive of GST) QUOTE -----→	Rs.