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# BHARAT HEAVY ELECTRICALS LIMITED Spares & Services Business Group

### **TENDER DOCUMENT**

### **FOR**

"Upgradation of LAN Structure and dressing of existing switch rack(s)" of PS-SSBG, BHEL, 2<sup>nd</sup> Floor, Kribhco Bhawan, A8-10, Sector-1, Noida-201301 (U.P.)

Tender Ref. No. : PS/SSBG/PLG/522/12-13/001

Dated : 08.04.2013

### **BHEL Coordinators:**

1. Mr. Pradeep Kumar Singh, Engr(IT)

E-mail: pradeepksingh@bhel.in

Tel. Phone: 0120-2474074

2. Mr. Amit Gupta, Engr(IT)

E-mail: ssbgamit@bhel.in

Tel. Phone: 0120-2474080

### Address:

Bharat Heavy Electricals Ltd. PS-SSBG, 2<sup>nd</sup> Floor, Kribhco Bhawan, A8-10,

Sector-1, Noida-201301(U.P.)

Fax No.: 0120-2532157

Last date of submission of tender enquiry: 30.04.2013 (10:00 hrs)

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### **CHECKLIST OF ENCLOSURES**

SN	Schedule to be attached	Format	Whether
		attached as	attached or
ř		Schedule	not (Yes/No)
1	EMD (in the form of Demand Draft)		
2	Un-priced Bid Format	Schedule-2	
3	Priced Bid Format	Schedule-3	
4	No Deviation Certificate	Schedule-4	
5	Summary of similar job executed (with copy of P.O. enclosed)	Schedule-5	
6	Copies of sale tax/VAT registration certificate, service tax registration certificate and PAN		
7	Mandate Form for Electronic Clearing Service (ECS)	Schedule-6	
8	Non-Disclosure Agreement (NDA)	Schedule-7	
9	MISCELLANEOUS ITEMS (to be submitted along with Part-II bid)	Schedule-8	
10	MISCELLANEOUS ITEMS (to be submitted along with Part-III bid)	Schedule-9	
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ANNEXURE-I

### 1. INSTRUCTIONS & GUIDELINES TO BIDDERS

- 1.1 INTRODUCTION: M/s Bharat Heavy Electricals Limited (A Govt. of India Undertaking) incorporated under the Companies Act 1956 having registered office at BHEL House, Siri Fort, New Delhi-110049 through its office at New Delhi (hereinafter referred to as "BHEL", which expression shall include its successors and assigns), invites offers for Upgradation of LAN and dressing of switch rack(s) at PS-SSBG Head Office presently located at 2<sup>nd</sup> Floor, Kribhco Bhawan, A8-10, Sector-1, Noida-201301 (U.P.) as per requirements and Commercial Terms & Conditions detailed in the tender documents.
- 1.2 BRIEF SCOPE OF WORK: PS-SSBG (Bharat Heavy Electricals Ltd. A Govt. of India Undertaking) invites tenders from bidders who qualify as per criteria listed below. The tender is to invite offers for Upgradation of LAN Structure and dressing of existing switch rack(s) at PS-SSBG, 2nd Floor, Kribhco Bhawan, Noida (U.P.). The offer has to be submitted in THREE PARTS namely EMD, TECHNO-COMMERCIAL offer & PRICE offer.
- **1.3 QUALIFICATION CRITERIA:** Bidder must have satisfactorily executed similar work in any of Delhi/Noida based Units of BHEL during last three years, ending on the last month in which enquiry is invited.

### 1.4 GENERAL INSTRUCTIONS FOR THE BIDDERS

- 1.4.1 Last date of submission of EMD, Techno-commercial Offer and Price Bids will be 30.04.2013 (10:00 Hrs).
- 1.4.2 Bid opening date: 30.04.2013 (11:00 Hrs).
- 1.4.3 Bidders shall have to deposit Earnest Money Deposit (EMD) of Rs. 10,000/- (Rupees Ten Thousand only) in the form of Demand Draft (DD) in favour of Bharat Heavy Electricals Ltd. payable at Noida without which the quotation shall be summarily rejected. The EMD will not bear any interest. The EMD of unsuccessful bidders will be refunded after placement of purchase order on successful bidder. The EMD of successful vendor shall be refunded after submission of security deposit along with acceptance of PO from the bidder.

### 1.5 BHEL COORDINATORS

a) Mr. Pradeep Kumar Singh, Engr(IT)

E-mail: <u>pradeepksingh@bhel.in</u> Tel. Phone: 0120-2474074

b) Mr. Amit Gupta, Engr(IT)

E-mail: ssbgamit@bhel.in Tel. Phone: 0120-2474080

### 1.6 TENDERER TO INFORM HIMSELF FULLY

1.6.1 The bidder shall closely peruse all the clauses, specifications and requirements etc., indicated in the tender documents, before quoting. Should the bidder have any doubt about the meaning

(Signature and Seal of the Bidder)

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of any portion of the tender specifications or find discrepancies or omissions in the specifications or if the tender documents are found to be incomplete or require clarifications on any of the technical aspects, scope of work etc., the same shall be immediately brought to the notice of the purchaser for clarifications, as per Clause 3.17.2 before submission of the tender.

- 1.6.2 Bidders are advised to study all the tender documents carefully. Any submission of tender by the bidder shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof.
- 1.7 PROCEDURE FOR SUBMISSION: Bids shall be accepted by the official inviting the tenders, in three parts as described below on or before the due date & time indicated in the Tender Notice:

PART-I: EMD - Part-I shall contain the following:

a) Earnest Money Deposit (EMD) of Rs. 10,000/- (Rupees Ten Thousand only) in the form of Demand Draft (DD) in favour of Bharat Heavy Electricals Ltd. payable at Noida without which the quotation shall be summarily rejected.

PART-II: TECHNO-COMMERCIAL BID - This part shall consist of the following:

- a) Details/P.O. copy of the similar job executed in any Delhi/Noida based BHEL office in support of the gualification criteria at Clause No. 1.3.
- b) Bounded volume of:
  - i. Technical offer/details including literature/leaflets. The bidder shall sign on each page of the Technical specifications as a token of confirmation. The Purchaser reserves the right to accept or reject the technical offer.
  - PRICE BID (un-priced copy): Un-priced copy along with all the taxes and duties applicable in enclosed format.
  - iii. Enclosures as defined in checklist of enclosures (refer page no. 2).

### **PART-III: PRICE BID**

- a) Price bid containing PRICES are to be submitted in the enclosed Price Schedule format only. Prices shall be quoted in Indian Rupees only. Bidder has to give details of applicable taxes clearly in the price bid formats. The changes in the tax rates will be applicable as per actuals, subject to documentary evidence. Any arithmetical mis-calculation of taxes and duties will be corrected as per prevailing rates.
- b) Price Bid should not contain any technical details and/or Commercial Terms & Conditions as the same are supposed to be contained in PART-II only, so that the same can be evaluated before opening of Price Bid(s).

### 1.8 MARKING ON ENVELOPE

Part-I, Part-II and Part-III offers shall be submitted in separate sealed duly signed envelopes with bidder's distinctive SEAL and super-scribed as follows:

### 1.8.1 **PART-I**:

- i. TENDER ENQUIRY No. AND DATE
- ii. DUE DATE OF OPENING
- iii. EMD Demand Draft (#\_\_\_\_\_ dt.\_\_\_\_) of Rs. 10,000/-.

### 1.8.2 **PART-II**:

- i. TENDER ENQUIRY No. AND DATE
- ii. DUE DATE OF OPENING
- iii. "TECHNO-COMMERCIAL BID".

### 1.8.3 **PART III:**

- i. TENDER ENQUIRY No. AND DATE
- ii. DUE DATE OF OPENING
- iii. "PRICE BID" as per enclosed Format.

Un-sealed envelopes or envelopes not super-scribed as above may not be accepted/considered.

### 1.9 BID SUBMISSION

1.9.1 Sealed Bid envelope containing separately sealed envelopes having Part-I, II & III offers shall be addressed to the official inviting Bids by name and designation and sent at the following address:

Bharat Heavy Electricals Limited, PS-SSBG, 2<sup>nd</sup> Floor, Kribhco Bhawan, A8-10, Sector-1, Noida-201301 (U.P.)

### Kind Attention:

- 1. Mr. Pradeep Kumar Singh, Engr(IT), 0120-2474074
  - Mr. Amit Gupta, Engr(IT), 0120-2474080
- 1.9.2 Bids can also be delivered in person to the official inviting Bids.
- 1.9.3 Bids submitted by post shall be sent by "REGISTERED POST" only and shall be posted with due allowance for any postal delay. Bids shall be submitted latest by 10:00 Hrs. of the due date. Any proposal received by BHEL after the deadline for submission of bids shall be summarily rejected and returned unopened to the bidder.

### 1.10 BID OPENING

1.10.1 PART-I (EMD) & Part-II (Techno-commercial bid) may be opened on the due date and time as specified in Clause 1.4, in the presence of bidders who may like to attend. The techno commercial bids of only those Parties who have submitted requisite EMD will be opened. Part-III (Price Bid) of only technically qualified parties shall be opened subsequently. However, Purchaser reserves the right to open Part-III and Part-III bids simultaneously.

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(Signature and Seal of the Bidder)

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- 1.10.2 Not more than two representatives from each bidder will be permitted to be present for the tender opening.
- 1.10.3 Standard pre-printed terms and conditions of the bidders attached to the offer will not be accepted.
- 1.10.4 Unsolicited bids shall not be entertained. Unsolicited revised Price Bids also, shall not be entertained at any stage of the tendering process.
- 1.10.5 No Literature, Pamphlets other than what is specified is to be enclosed. All such enclosures shall be considered as unread and also will not be considered as part of the quotation.

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ANNEXURE-II

### 2. TECHNICAL SPECIFICATIONS & SCOPE OF WORK

### 2.1 EXISTING AND PROPOSED SCENARIO

Following is the brief technical scope of tender enquiry for Upgradation of LAN and dressing of switch rack(s) at PS-SSBG office presently located at 2nd Floor, Kribhco Bhawan, A8-10, Sector-1, Noida-201301(U.P.) which the successful bidder has to execute:

SN	Existing	Proposed
1	Currently two 24-port and one 48-port cisco switch	No change
2	One 15-U wall mount rack & one 42U-Rack	No change
3	One 2KVA UPS	No change
4	Cat-5e Ethernet cable	Upgraded Cat-6 Ethernet cable (as specified in tender)
5	Manually cramped Low grade RJ-45	High quality RJ-45
6	Manually cramped Ethernet cables between PC & Ports	Factory cramped Cat-6 Ethernet cables between PC & Ports
7	Wires are openly laid in false ceiling	Wires should be laid through Conduits to avoid interference & Cross-talks
8	Direct connectivity between PORTS & Switch. No Jack panel available	Jack panel and company cramped Cat-6 Ethernet cables to be used for dressing of racks
9	No conduits: Cables are currently exposed and hanging in server room	Cables should be properly dressed in server room using trays, conduits, bends, joints, etc. as per requirement
10	Cables are not properly ferruled	Standard ferruling of cables as per workstation number for easy demarcation
11	Ports on workstations are faulty and broken	High quality ports should be installed on all the workstations (as specified in tender)
12	60 ports (one port per workstation)	120 ports (2 ports per workstation)
13	No documentation of existing LAN structure	Detailed documentation along with test report of each node

Scope of work is based on estimates and will be used for evaluation purpose. The scope may vary during execution of work. Billing/invoicing for supply & services is to be done as per actuals at quoted rates approved by purchaser.

### 2.2 DETAILS OF SCOPE

Detailed scope of work which the successful bidder/vendor has to carryout is as under:

- 2.2.1 Tentative list of the items and their quantity required for upgradation of LAN and dressing of switch rack(s) along with the scope of work is attached as Schedule-2. All the supplies have to be made in accordance with Schedule-2.
- 2.2.2 Cables to be laid through conduits (PVC conduits, flexible conduits, bends, joints, cable tray, etc...) as per requirement for avoiding interference, cross-talk, etc. Care should be taken of existing telephone lines, electric cables, etc. installed at workstations through false ceiling.
- 2.2.3 Standard feruling to be done by the vendor of cables at both server-room and workstation ends. Standard ferruling of cables as per workstation number for easy demarcation
- 2.2.4 Jack panels, cable tray, patch cord to be used for standard dressing of existing rack(s). No wire should be left exposed or hanging.

(Signature and Seal of the Bidder)

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- 2.2.5 The connection should be checked properly to ensure no network loops.
- 2.2.6 Structured laying of two(2) no. uplink cables (through conduits) (of same make as mentioned in Schedule-2) from PS-TS server room at 3<sup>rd</sup> floor of Kribhco Bhawan to PS-SSBG Server room at 2<sup>nd</sup> floor of Kribhco Bhawan.
- 2.2.7 Vendor should perform Penta-scanning or any other equivalent test of all the nodes installed in the presence of BHEL coordinator and should submit both soft and spiral bound hard copy of the total test report within one week after laying of cables and dressing of switch rack(s). Installation report certifying satisfactory execution of contract will be issued by BHEL coordinator based on the result of this report.
- 2.2.8 Only factory cramped patch-cords/cables to be used at terminals and for dressing of rack(s).
- 2.2.9 Items of fresh lots will only be supplied. In case of supply of aged/used material, the item shall be rejected.
- 2.2.10 Bidder will take away the dismantled all old Ethernet cables, jacks, etc. from BHEL premises after the upgradation of network structure. BHEL shall issue gate pass for same. Bidders shall have one week time from the tendering date to inspect during BHEL office hours the existing LAN Structure, cables and equipments to be upgraded before submission of offers.
- 2.2.11 Removal/cleaning of debris/trapped material from erection site and from the conduits/ducts. The charges for clearing, packing, loading, forwarding, etc. of the old material as mentioned above are to be borne by the vendor.
- 2.2.12 Any damage of BHEL property (like false ceiling, walls, floor, existing telephone wires, electric wires, etc...) during execution of work will have to be restored/replaced of same quality by the vendor at his own cost after prior approval of BHEL representative.
- 2.2.13 Any other item required necessarily for making the network system fully functional and effective but not mentioned in this tender is also to be quoted indicating Unit rates and quantities by the bidder under Miscellaneous Head of unpriced and price bid (refer checklist). In case, the bidder does not mention such items under specified Miscellaneous Head of unpriced and price bid (refer checklist) then, BHEL will assume that the bidder has considered the quantity and price of all such items required to make the network functional and effective and will supply and install all such items without any extra cost to BHEL.

### 2.3 DETAILS OF SUPPLY & SERVICES

SN	Material	MAKE *	Unit of Measurement	Quantity
SUPI	PLY (A)			
1	UTP Cable,250Mhz,CAT6,4 pair, (23AWG, 305 mtrs, Giga speed reel in a box packing)	TYCO/ PANDUIT/ SYSTIMAX	Вох	20
2	24 port Giga Jack panel with Giga Slim Line I/O	-do-	Each	5
3	3ft patch cord,CAT6,Giga speed	-do-	Each	130
4	7ft patch cord,CAT6,Giga speed	-do-	Each	70

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SN	Material	MAKE *	Unit of Measurement	Quantity
5	14ft patch cord,CAT6,Giga speed	-do-	Each	10
6	CAT6 I/O, tool less termination, Giga Speed	-do-	Each	120
7	Face plate dual port with shutter	-do-	Each	65
8	4 meter Cable tray (Metal) for 30 nos. PVC Conduits	-do-	Each	1
9	Marker tie & tag tie (100 nos. in one packet) (for 120 nodes)	ISI	Packet	2
10	Supply of 1 inch PVC conduit & channels in meters	ISI	Meters	2000
11	Flexible conduits	ISI	Meters	60
12	Bends	ISI	Each	150
13	Joints	ISI	Each	600
14	Miscellaneous (details of additional items to be mentioned in Schedule-8 format)	ISI	Lump	-Sum
SER\	/ICES (B)			
1	Laying of Cables	Ī	Meters	6100
2	Installation of 24-port Jack Panel	Numbers		5
3	Installation of I/O with face plates	1	Numbers	120
4	Laying of PVC conduit including bends and joints		Meters	2000
5	Testing & Documentation		Lump	-Sum
6	Dressing of existing rack(s)		No. of Ports	120
7	Installation of Cable Tray including flexible conduits		Lump	-Sum
8	Dismantling of existing cables & removal of debris	]	Lump	-Sum
9	Installation of any other additional item specified under the head "Supply(A)" of Schedule-2		Lump-Sum	
Exch	ange Value of Old Cables(C)			
1	Old Cables	Cat-5e	Meters	1840(approx)*

**Note**: There can be variations in the above mentioned quantity of cables, conduits and other equipment.

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<sup>\*</sup> Considering average length of each cable as 40 meters for 46 cables

ANNEXURE-III

### 3. COMMERCIAL TERMS AND CONDITIONS FOR BIDDERS

### 3.1 GENERAL

The words incorporating singular shall include plural and vice-versa, in the words importing masculine gender shall include feminine and vice-versa and the words importing persons shall include bodies; corporate, limited liability companies, partnership and other legal entities.

### 3.2 EXCUTIVE SUMMARY

Bharat Heavy Electricals Limited (BHEL) is today one of the largest engineering enterprise of India with an excellent track record of performance. The company has 15 Manufacturing Divisions, 4 Power Sector Regional Centres, 8 Service Centres, 15 Regional Offices, 4 Overseas Offices, 1 Subsidiary and over 100 project sites spread all over India and abroad and also regional operations divisions in various state capitals in India for providing quick service to customers. BHEL manufactures over 180 products under 30 major product groups and meets the needs of core-sectors like power, industry, transmission (including railways), defence, telecommunications, oil business, etc. Products of BHEL, make have established an enviable reputation for high quality and reliability.

### 3.3 ETHICAL STANDARD

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

- i. "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
- ii. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process including collusive practices designed to establish bid prices at artificial, non-competitive levels to deprive the Purchaser of the benefits of competition.

### 3.4 NON DISCLOSURE AGREEMENT

The successful bidder shall sign a Non-Disclosure Agreement (NDA) as per BHEL format (refer check list) in compliance to Information Security Management System.

### 3.5 CONFIDENTIALITY

Bidder and its representatives shall, at all times, undertake to maintain complete confidentiality and integrity of all data, information, software, drawings & documents, network layout, 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.

**RISK PURCHASE** 

3.6

Purchaser shall reserve the right to terminate the order/contract and purchase from elsewhere at the risk and

cost of the Bidder, either the whole or part of the equipment and/or services, which the Bidder has failed to

deliver and/or install within the stipulated delivery & installation period or if the same were not available, the

best and the nearest available substitute(s) thereof. The Bidder would be liable to compensate the Purchaser

for any loss, which the Purchaser may sustain by reason of such purchase.

3.7 **FORCE MAJEURE** 

Vendor shall not be responsible for delay in delivery/installation of the System/Equipment resulting from

acts/events beyond his control provided notice of the happening of any such act/event is given by the vendor

to BHEL within 15 days from the date of its occurrence. Such acts/events shall include but not be limited to

acts of God, war, floods, earthquakes, strikes, lockouts, epidemics, riots, fire, Governmental regulations

affecting the delivery/installation superimposed after the date of contract etc.

3.8 **ARBITRATION** 

Any question, dispute or difference arising under or out of or in connection with the Contract/Purchase Order

shall be settled by Arbitration under the Indian Arbitration and Conciliation Act, 1996. The Arbitrator shall be

appointed by the competent authority of BHEL.

3.9 **JURISDICTION** 

The court of the place from where the Contract/Purchase Order is issued shall alone have the jurisdiction to

decide any dispute arising out of or in connection with the Contract/Purchase Order.

3.10 SUB-CONTRACTING

Order/contract or any part thereof shall not be sub-contracted, assigned or otherwise transferred without prior

written consent of the Purchaser.

3.11 TERMINATION OF THE ORDER/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 terms and conditions of the Order/contract, by the

Bidder/contractor, at the risk and cost of the Bidder/contractor.

3.11.2 BHEL shall be under no obligation to accept the lowest or any other bid and shall be entitled to

accept or reject any bid in part or in full without assigning any reason whatsoever.

3.11.3 BHEL reserves the right to terminate the order/contract or a portion thereof for the services not

so delivered within the stipulated period, at the risk and cost to the Bidder/contractor and the

Bidder/contractor shall be liable to the Purchaser for any excess costs thereof.

3.11.4 Purchaser reserves the rights to cancel the contract in case the equipment and services are

not found to be satisfactory by the Purchaser.

3.11.5 In case the Contractor decides to terminate the contract, a notice period of 15 days has to be provided to the purchaser in writing.

### 3.12 SETTLEMENT OF DISPUTES

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

### 3.13 LIMITATION OF LIABILITY

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

### 3.14 VALIDITY OF OFFER

Offer shall be kept valid for FOUR months from the due date of tender opening for Purchaser's acceptance.

### 3.15 DEVIATIONS

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the Tender Enquiry. Bidders have to submit a "No Deviation Certificate" in Part-II of the offer as per enclosed format (refer checklist).

### 3.16 LANGUAGE & CORRECTIONS

- 3.16.1 The bidder shall quote the rates in international numerals only. The metric system of units shall be used, for the purpose of tender.
- 3.16.2 Bidder shall fill the tender documents as per formats enclosed (refer check list) in this tender enquiry. All entries and signatures in the bid shall be in INK only. Each page of the bid shall be signed and stamped using official seal of the company by the bidder.
- 3.16.3 All entries shall be filled in neat and legible handwriting. No over-writings, erasures and corrections are permitted and may render such bids liable for rejection.
- 3.16.4 However, if any cancellations, corrections and insertions are in the bid, the same shall be duly attested by the bidder.

### 3.17 REJECTION OF BID AND OTHER CONDITIONS

3.17.1 Any format not properly filled, partially filled or not filled will make the bid liable for rejection. Bidders are requested to note that all columns, rows and spaces provided to fill up the data must be filled with relevant data without fail. In case any bidder fails to do so or fills up

(Signature and Seal of the Bidder)

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- irrelevant data, BHEL is not bound to seek clarifications on such items and will be free to reject the tender summarily.
- 3.17.2 No change in specifications, clauses of contract, Terms and Conditions, etc. shall be entertained by BHEL under any circumstances.
- 3.17.3 Enclosures consisting of all specified documents shall be bound and cross-referenced with respect to relevant clause of this tender document. This shall be submitted along with the technical bid as a separate volume.
- 3.17.4 Any clarification pertaining to this tender enquiry must be submitted in writing to the BHEL Coordinator within one week from tendering date. The reply to the same will also be made available to all bidders. BHEL will not entertain or respond to bidders' queries received beyond one week from tendering date.
- 3.17.5 Canvassing in any way concerning this tender, wrong declaration, incorrect information, misleading or incorrect certifications, etc. shall make the Bidder debarred to participate in this tender and also for a further period of 3 years in any tender of any of the BHEL Units.
- 3.17.6 The acceptance of bid will rest with the Purchaser and does not bind him to accept the lowest or any bid. The Purchaser reserves to itself, full rights for the following without assigning any reasons, whatsoever:
  - i. to reject any or all the bids.
  - ii. to increase or decrease the quantities.
- 3.17.7 Late bids are liable to be rejected.
- 3.17.8 The offer is liable to be rejected, if it is found after the Price Bid Opening that the Format of Price Bid (refer check list) submitted by the bidder, as a part of Part-III offer, is different from the Price Bid.
- 3.17.9 If the bidder deliberately gives wrong information in his bid, Purchaser reserves the right to reject such a bid at any stage or to cancel the Order/Contract, if awarded and forfeit the EMD/security deposit, if any.
- 3.17.10 If the Prices/Rates of one or more of the enquired equipments have not been quoted or partially quoted or incorrectly quoted, the offer is liable to be rejected.
- 3.17.11 Non-compliance with any of the requirements and instructions of the Tender Enquiry may result in the rejection of the bid.

### 3.18 TENDER EVALUATION

- 3.18.1 Totals/ Gross Total of Prices should be indicated both in words as well as in figures. If there is a difference between price quoted in words and figures or if there is any other price discrepancy, higher value(s) will be considered for evaluation and lower values will be considered for ordering.
- 3.18.2 The overall L1 party will be evaluated based on the lowest total arrived at by multiplying itemwise unit rate (including taxes & duties) with respective quantities minus the exchange value of old material removed after execution of job. Total item-wise quantity for evaluation purpose will

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be considered same as mentioned in this tender enquiry. However, taxes will be paid as per actuals.

### 3.19 WARRANTY

3.19.1 Performance warranty certificate (for a period of one (1) year from the date of successful completion of the job) of the structured cabling and hardware installed against manufacturing defect and deficiency in workmanship quality has to be submitted by contractor along with invoices.

### 3.20 RESOLUTION TIME

3.20.1 48 hours from the time of lodging of complaint for defects under manufacturing and/or deficiency in workmanship beyond which penalty @0.5% of total PO value per week or part thereof subject to maximum 5% of total PO value.

### 3.21 SUPPLY CONDITION

- 3.21.1 Equipment supplied and installed under contract shall be NEW and of same specifications as mentioned in tender enquiry.
- 3.21.2 The successful bidder must get certified the quality, quantity & make of all the items to be used in execution of contract from BHEL coordinator at the time of delivery.
- 3.21.3 The Successful bidder shall effectively plan for contingencies at site to avoid any delay in execution of job.

### 3.22 PRICES

- 3.22.1 Prices shall be net for delivery at consignee's address, inclusive of all taxes, duties, octroi, freight, handling and packing charges, transit insurance etc...
- 3.22.2 Bidder should consider all taxes and duties as applicable and should be indicated separately, otherwise it will be presumed that the goods quoted are inclusive of all taxes, duty, octroi etc., if any and BHEL in such cases shall not pay any tax, duty, octroi etc. and no forms will be issued by BHEL in this regard.
- 3.22.3 No revision of prices shall be entertained after bids have been opened.

### 3.23 SECURITY DEPOSIT

- 3.23.1 The EMD of successful bidder will be refunded only after deposit of security deposit of 10% of PO value in the form Demand Draft in favour of BHEL payable at Noida along with the written acceptance of PO.
- 3.23.2 The security deposit will be refunded after submitting invoice along with Performance bank Guarantee of 10 % of total PO value on successful completion of contract (i.e. issue of installation certificate by BHEL coordinator). This will not bear any interest.
- 3.23.3 BHEL reserves the right to forfeit EMD/Security Deposit on breach of contract.

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3.23.4 Contractor shall deposit performance bank guarantee of 10% of Invoice value against performance warranty to be valid for a period of one (1) year from the date of successful completion of contract.

3.23.5 No interest, whatsoever, shall be payable by the purchaser on any amount (EMD, security deposit, etc.) due to the bidder/contractor by the purchaser.

### 3.24 PAYMENT TERMS

- 90% of raised invoice(s) value for actual supply & installation along with taxes, duties, freight and insurance will be released within 30-days of submission of invoices after successful execution of contract.
- ii. Remaining 10% of raised invoice(s) value for actual supply & installation along with taxes, duties, freight and insurance will be released within 30 days of submission of invoices and submission of Performance Bank Guarantee of equivalent amount against performance warranty to be valid till one (1) year from the date of issuance of installation certificate by BHEL coordinator.

### 3.25 ACCEPTANCE OF LOI / ORDER

Letter of Seller/Contractor/Bidder's acceptance of the LOI/Order/Contract are to be submitted within one week of issue date of LOI/Order.

### 3.26 SYSTEM AVAILABILITY

Vendor will ensure 100% availability of systems/network services during office hours while executing the job.

### 3.27 DELIVERY & INSTALLATION SCHEDULE

- 3.27.1 Delivery & installation period shall start from the date of placement of firm order and should be completed within 3 weeks from the date of placement of firm order.
- 3.27.2 Work (like laying of cables, conduits, etc...) which may hamper business activities should preferably be executed during Off-Hours. Such work should therefore preferably be started on Friday evening prior to 2<sup>nd</sup> and last Saturdays of month (as the same are off in BHEL-SSBG) and should be completed within two days i.e. by evening of immediate Sunday so as to ensure restoration of the network services before next BHEL working day. However, other activities like dressing of racks, etc. which doesn't hamper business activities can be started immediately after delivery of items.

### 3.28 DEDUCTIONS

**LD for late delivery & installation**: @0.5% per week of delay or part thereof subject to the maximum 10% of the Invoice value.

### 3.29 DOCUMENTS REQUIRED AT THE TIME OF BILLING

i. Original Invoice

ii. Delivery Challan

print? - Amy

- iii. Installation certificate duly signed by BHEL Coordinator
- iv. One year performance warranty certificate for installed network

### 3.30 OTHER CLAUSES

- 3.30.1 The quantities mentioned in the price format are tentative, which may increase or decrease as per actual requirement. In case of increase/decrease in quantities, the successful bidder will have to supply the items at the same rates as of PO.
- 3.30.2 The successful bidder will have to supply the material strictly in accordance with the specifications mentioned in the price format enclosed herewith (refer check list).
- 3.30.3 **CONSIGNEE ADDRESS**: The material will be supplied at following address:

PS-SSBG, BHEL,

2<sup>nd</sup> Floor, Kribhco Bhawan,

A8-10, Sector-1, Noida-201301 (U.P.)

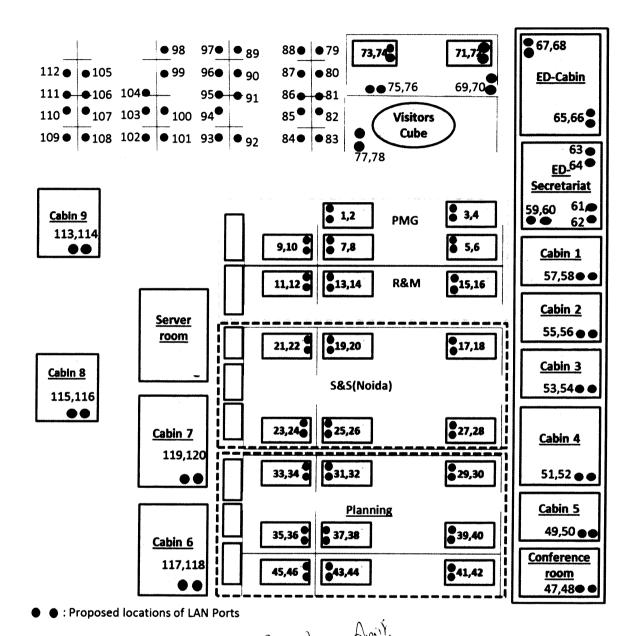
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(Signature and Seal of the Bidder)

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Schedule-1

### PROPOSED NETWORK PORTS LAYOUT



J7713.

# Un-PRICED BID FORMAT (to be submitted along with Part-II bid)

Schedule-2

S	Material	MAKE *	Unit of	Quantity	Unit Price	Taxes, Duties, etc.	ties, etc.	Total Amount with standard warranty
			Measurement		(Rs.)	Name	(%)	inclusive of all taxes & duties (Rs.)
				∢	ω		ပ	D=AxBx(1+C/100)
H H	SUPPLY (A)							
-	UTP Cable,250Mhz,CAT6,4 pair, (23AWG, 305 mtrs, Giga speed reel in a box packing)	TYCO/ PANDUIT/ SYSTIMAX	Box	20				
2	24 port Giga Jack panel with Giga Slim Line I/O	-op-	Each	5				
3	3ft patch cord, CAT6, Giga speed	-op-	Each	130	•			
4	7ft patch cord, CAT6, Giga speed	ф	Each	70	916			
5	14ft patch cord, CAT6, Giga speed	ф	Each	10	eq pa			sre.
9	CAT6 I/O, tool less termination, Giga Speed	ф	Each	120	noitr			эц рө
	Face plate dual port with shutter	-op-	Each	65	iəw e			noitr
	4 meter Cable tray (Metal) for 30 nos. PVC Conduits	-op-	Each		ed of			Jaw 6
	Marker tie & tag tie (100 nos. in one packet) (for 120 nodes)	ISI	Packet	2	JoN			eq o
9	Supply of 1 inch PVC conduit & channels in meters	ISI	Meters	2000				JoN
=	Flexible conduits	ISI	Meters	09	1			
12	Bends	ISI	Each	150	1			
13	Joints	ISI	Each	009	•			
4	Miscellaneous (details of additional items to be mentioned in Schedule-8 format)	ISI		Lump-Sum				
							Sub-Total (X)	

\* Note: Bidders to quote and supply all materials from SN 1 to 8 listed above of M/s AMP and/or M/s PANDUIT and/or M/s SYSTIMAX make only

Phongs Amir

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# Un-PRICED BID FORMAT (to be submitted along with Part-II bid)

Schedule-2 (cont...)

5	Material	MAKE	Unit of	Quantity	Unit Price	Taxes, Dr	Taxes, Duties, etc.	Total Amount with standard
			Measurement		(Rs.)	Name	(%)	warranty inclusive of all taxes
+								& duties (Rs.)
				4	æ		ပ	D=AxBx(1+C/100)
SERVI	SERVICES (B)							
-	Laying of Cables		Meters	6100				
2	Installation of 24-port Jack Panel		Numbers	5	oeuo			Γ
3	Installation of I/O with face plates		Numbers	120	nenti re			ere
4	Laying of PVC conduit including bends and joints		Meters	2000	u pq			ру рә
2	Testing & Documentation		Lump-Sum		ot tol			noiti
9	Dressing of existing rack(s)		No. of Ports	120	N			эш е
7	Installation of Cable Tray including flexible conduits		Lump-Sum					to p
<b>&amp;</b>	Dismantling of existing cables & removal of debris		Lump-Sum					30N
တ	Installation of any other additional item specified under the head "Supply(A)" of Schedule-2		Lump-Sum					
			:				Sub-Total (Y)	
xcha	Exchange Value of Old Cables(C)							
-	Old Cables	Cat-5e	Meters	1840(approx)*	Not to be mentioned here			Not to be mentioned here
							Sub-Total (Z)	(
						Grand-	Grand-Total (G=X+Y-Z)	(

Note: There can be variations in the above mentioned quantity of cables, conduits and other equipment. Bidders have to provide the details of all the applicable taxes & duties in un-priced bid format.

\*Considering average length of each cable as 40 meters for 46 cables.

\* Considering average length of each cable as 40 meters for 46 cables.

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(Signature and Seal of the Bidder)

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# PRICED BID FORMAT (to be submitted along with Part-III bid)

Schedule-3

									г
S	Material	MAKE *	Unit of	Quantity	Unit Price	Taxes, Duties, etc.	ies, etc.	Total Amount with standard warranty	
			Measurement		(Rs.)	Name	(%)	inclusive of all taxes & duties (Rs.)	
				A	ω		၁	D=AxBx(1+C/100)	
SUF	SUPPLY (A)								_
	UTP Cable,250Mhz,CAT6,4 pair, (23AWG, 305 mtrs, Giga	TYCO/ PANDUIT/	Box	20					
	speed reel in a box packing)	SYSTIMAX	Š	20					
2	24 port Giga Jack panel with Giga Slim Line I/O	ф	Each	5					
8	3ft patch cord,CAT6,Giga speed	-op-	Each	130					T
4	7ft patch cord, CAT6, Giga speed	-op-	Each	02					Т
2	14ft patch cord,CAT6,Giga speed	-op-	Each	10					т
9	CAT6 I/O, tool less termination, Giga Speed	-op-	Each	120					1
7	Face plate dual port with shutter	-op-	Each	65					1
80	4 meter Cable tray (Metal) for 30 nos. PVC Conduits	ф	Each	-					1
6	Marker tie & tag tie (100 nos. in one packet) (for 120 nodes)	ISI	Packet	2					1
9	Supply of 1 inch PVC conduit & channels in meters	ISI	Meters	2000				The state of the s	_
Ξ	Flexible conduits	ISI	Meters	09					T
12	Bends	ISI	Each	150					т —
13	Joints	ISI	Each	009					т —
4	Miscellaneous (details of additional items to be mentioned in Schedule-9 format)	ISI		Lump-Sum					T
*	*Note: Didden As and the state of the state						Sub-Total (X)		$\overline{}$

\* Note: Bidders to quote and supply all materials from SN 1 to 8 listed above of M/s AMP and/or M/s PANDUIT and/or M/s SYSTIMAX make only

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# PRICED BID FORMAT (to be submitted along with Part-III bid)

Schedule-3(cont...)

S	Material	MAKE	Unit of	Quantity	Unit Price	Taxes, Duties, etc.	uties, etc.	Total Amount with standard
			Measurement		(Rs.)	Name	(%)	warranty inclusive of all taxes
								& duties (Rs.)
				∢	<b>m</b>		ပ	D=AxBx(1+C/100)
SER	SERVICES (B)							
-	Laying of Cables		Meters	6100				
2	Installation of 24-port Jack Panel		Numbers	5				
က	Installation of I/O with face plates		Numbers	120				
4	Laying of PVC conduit including bends and joints		Meters	2000				
5	Testing & Documentation		Lump-Sum					
9	Dressing of existing rack(s)		No. of Ports	120				
7	Installation of Cable Tray including flexible conduits		Lump-Sum					
8	Dismantling of existing cables & removal of debris		Lump-Sum					
თ	Installation of any other additional item specified under the head "Supply(A)" of Schedule-3		Lump-Sum					
							Sub-Total (Y)	
Exc	Exchange Value of Old Cables(C)							
-	Old Cables	Cat-5e	Meters	1840(approx)*				
							Sub-Total (Z)	
						Grand-1	Grand-Total (G=X+Y-Z)	
Aloto.	Motor Thorn one hourseigned in the characteristic	the attached and the	. 11					

Note: There can be variations in the above mentioned quantity of cables, conduits and other equipment.

\* Considering average length of each cable as 40 meters for 46 cables.

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(Signature and Seal of the Bidder)

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Schedule-4

### NO DEVIATION CERTIFICATE

- 1. We confirm that the entire work under the Contract shall be performed by us as per your specifications and conditions of bidding document.
- Additional conditions, on which the tender specifications are silent but which in our opinion are essential for
  execution of the work, have been attached as Annexure no. \_\_\_\_\_ to the covering letter of our offer. Any of these
  additional conditions which are found to be contradictory to the conditions of the tender specifications, shall not be
  given affect to. Decision of BHEL regarding their acceptance shall be final.
- 3. Further, we agree that variations and deviations, if any, found in the proposal document shall not be given affect to
- 4. As a token of our confirmation of our acceptance of the conditions of the specifications, we are enclosing a copy of the specifications, duly signed on each page.

Signed By:		
Name		
Designation	 	
Organization	 	
Date & Place	 	
Email(s)	 	
Phone(s)/Fax/Mobile	 	
Stamp & Seal	 	
	Phongh	(Jan.)

Schedule-5

### SUMMARY OF SIMILAR CONTRACTS EXECUTED IN DELHI/NCR Units of BHEL

(with copy of P.O. enclosed)

SN	Organisation Name	Number of Nodes/Terminals	Job Description
1			
2			
2			
3			
4			
5			



Schedule-6

# ELECTRONIC CLEARING SERVICE (CREDIT CLEARING) (MANDATE FORM)

(Details of the person to receive payment)

- 1 EMPLOYEE/VENDORS/SUPPLIER/CONTRACTOR INVESTOR/CUSTOMER'S NAME:
- 2 PARTICULARS OF BANK ACCOUNT
  - A BANK NAME:
  - B BRANCH NAME:
  - C ADDRESS WITH TELEPHONE NO.:
  - D 13 DIGIT CODE NUMBER OF THE BANK & BRANCH: (Appearing on the MICR CHEQUE issued by the bank) (ENCLOSE COPY OF CANCELLED CHEQUE)
  - E ACCOUNT TYPE:
    (SB Account/Current A/c. or Cash Credit A/cwith code 10/11/13))
  - F LEDGER NO./LEDGER FOLIO NO.:
  - G ACCOUNT NUMBER (FULL): (As required for electronic payment/NEFT/RTGS/SEFT)
  - H IFSC CODE: (Indian Financial System Code for RTGS) (To be obtained from respective Banker)
- 3 E-MAIL ADDRESS:
- 4 DATE OF EFFECT:

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the User institution responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as per participant under the scheme.

Date: (Signature of the Investor/Customer/Employee/ Vendor/Supplier/Contractor with seal of the firm)

Name & Address:

Phones.

Certified that the particulars above are correct as per our records.

Signature of Authorised Officer from Bank

(Signature and Seal of the Bidder)

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Schedule-7

Third Party 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:
<ul> <li>Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.</li> </ul>
<ul> <li>Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,</li> </ul>
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.
Dated at, this day of, 20
Name :
Company:
Signature:

MISCELLANEOUS ITEMS (to be submitted along with Part-II bid)

Schedule-8

		т	1		-				
Total Amount with standard warranty	inclusive of all taxes & duties	D=AxBx(1+C/100)		pəuo		ıəų u əq	ot to	N	
es, etc.	(%)	ပ							Total
Taxes, Duties, etc.	Name								
Unit Price		ω		oəuo		ıəų u əq	ot to	N	
Quantity		4							
Unit of	Measurement								
MAKE *									
Material									
NS			14.1	14.2	14.3	14.4	14.5		

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MISCELLANEOUS ITEMS (to be submitted along with Part-III bid)

Schedule-9

S	Material	MAKE *	Unit of	Quantity	Unit Price	Taxes, Duties, etc.	es, etc.	Total Amount with standard warranty
			Measurement			Name	(%)	inclusive of all taxes & duties
				4	80		ပ	D=AxBx(1+C/100)
14.1							5	
14.2								
14.3								
14.4								
14.5								
						3	Total	

the things

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Tender Enquiry No: PS/SSBG/PLG/522/12-13/001 dt. 08.04.2013

(Signature and Seal of the Bidder)

Rs.

Schedule-10

# **COVERING LETTER FOR SUBMISSION OF OFFER** Dated: \_\_\_\_\_ From: M/S -----To, Mr. Amit Gupta Engr/SSBG(IT) **Bharat Heavy Electricals Limited** 2<sup>nd</sup> Floor, Kribhco Bhawan, A8-10, Sector-1, Noida-201301 (U.P.) Subject: -Tender in response to your invitation for "Up-gradation of LAN and dressing of rack(s)" in BHEL-SSBG, Kribhco Bhawan, Noida. Dear Sir, We hereby submit our techno commercial offer (two bid system) in full compliance with the terms and conditions of the tender enquiry. Therefore, we offer you the most competitive rate for these supplies and services. Our offer shall remain valid for acceptance for a period of four months from due date. Very truly yours, (Signature of Tenderer with Rubber Stamp) Full Name:

(Signature and Seal of the Bidder)

Designation: