



SUBMISSION OF OFFER

Dated: -

From:

M/S -----

To

**Sr. Deputy General Manager (IT)/Engineer (IT)
Bharat Heavy Electricals Limited
Power Sector- Project Engineering Management
PPEI Building, HRDI & ESI Complex
Plot No. 25. Sector-16A
NOIDA - 201301**

Subject: -Tender in response to your invitation for “AMC of IT Equipment and onsite manpower support for BHEL-PEM, 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 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: -----

Designation: -----



TENDER DOCUMENT

FOR

“AMC of IT Equipment and onsite manpower support ” in BHEL, PS-PEM, PPEI, HRDI & ESI COMPLEX, FILM CITY, PLOT NO.25, SECTOR 16A, NOIDA (U.P.) – 201301.

Tender Ref. No. : PE-PLE/129
Dated :05-10-2013

Bid submission start date :- **07.10.2013**
Last Submission date of tender enquiry :- 14:00 hrs. on **29.10.2013**
Due date for opening of bid :- 15:00 hrs. on **29.10.2013**

Contact Persons :

1. Mr. Rajiv Hajela, SDGM(IT)
E-mail : rhajela@bhelpem.co.in Tel.Phone : 0120-4368836
2. Mr. Ravi Kant Engineer(IT)
E-mail : ravikant@bhelpem.co.in Tel.Phone : 0120-4368776;9650222122

Address: Bharat Heavy Electricals Ltd.
Project Engineering Management
Information Technology Department
PPEI Building, HRDI & ESI Complex
Plot No. 25, Sector 16A
NOIDA – 201 301 (INDIA)
FAX Nos. : 4329026

Last date of Submission: 29.10.2013. Kindly note that no extension in submission date for bids will be given.



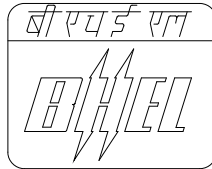
Subject: -Tender in response to your invitation for “AMC of IT Equipment and onsite manpower support for BHEL-PEM, Noida”

Dear Sirs,

We are pleased to invite your tenders, in sealed covers for the subject service. The details of the tender are annexed as:-

1. Annexure 1 – Technical specifications
2. Annexure 2 – Instructions to bidders, commercial terms and condition and price format
3. Annexure 3 – Technical PQR
4. Annexure 4 – Financial PQR
5. Annexure 5 – No Deviation certificate
6. Annexure 6 – Details of party
7. Annexure 7 – Declaration certificate
8. Annexure 8 – Checklist
9. Annexure 9 – Price format

BHARAT HEAVY ELECTRICALS LIMITED



**SCOPE & TECHNICAL SPECIFICATIONS
FOR
AMC
SPECIFICATION NUMBER: PE888S-1304 REV.00**

**PROJECT ENGINEERING MANAGEMENT DIVISION
PPEI BUILDING, HRDI & ESI COMPLEX
PLOT NO. 25, SECTOR 16A
NOIDA – 201 301 (U.P.)**

SCOPE & TECHNICAL SPECIFICATIONS FOR AMC OF HARDWARE

SPECIFICATION NUMBER : PE888S-1203 REV. 00

1.0 SCOPE

The scope of vendor includes:-

- a) Providing comprehensive maintenance services for the servers, SANs, Autoloaders, printers, switches and A0 size plotter. Maintenance service shall cover services, repairs and replacements necessary to keep the equipment in good working order on reasonable use of the equipment. Periodic maintenance, wherever required, should be carried out to keep the equipment in good working conditions.
- b) Back to back HP support for SANs and Autoloaders.
- c) Posting of one qualified resident engineer at BHEL-PEM.
- d) Maintenance of sufficient spares at BHEL-PEM.
- e) Running the equipment at the uptime of 98% per month.
- f) Cannibalization of desktops.

2.0 SUPPORT

2.1 On-Site Engineer:

- a) The vendor shall post one qualified, trained and certified engineers from 1/07/2014 till the expiry of contract with proven experience of at least 4 years on maintenance of IT items. The resident engineer posted shall be at least a 3 years diploma holder in electronics/computers/hardware and shall have sufficient experience to provide support for desktop, servers, SANs, Autoloaders, printers and switches. Onsite engineer should be Microsoft certified server engineer.
- b) The bio data of personnel that would be deployed onsite shall be submitted to BHEL for review and acceptance. This shall be done even when any changes will be made in the deployment. In case the performance of any of the deployed personnel is not found to be satisfactory by BHEL, replacement shall be provided by the vendor within 3 weeks.
- c) Onsite engineer should be deployed for atleast 6 months. In case, onsite engineer is changed before 6 months, payment for shortfall period shall not be made for onsite engineer. One month prior notice should be given before changing onsite engineer. In case of changing, a new support engineer shall be made available atleast 10 days prior to changing the existing support engineer. Full knowledge transfer shall be done by the existing support engineer to the new support engineer during the 10 days.
- d) The engineer shall be dedicatedly available at PEM normally from 8.30 AM to 6.00 PM on BHEL working days (Sunday and second and last Saturdays are holidays). Pro-rata deduction shall be made for deficit in onsite engineer's availability.

- e) The engineers shall also provide software (drivers etc) and diagnostic support for IT items (like desktops etc.) other than those for which AMC is being sought.
- f) Call logging (managing Fault Tickets), call escalation, tracking and closure shall be the responsibility of the engineers.
- g) The engineer is also required to coordinate with facility management team for all technical work and liable to work on holidays and Saturday/Sunday (if services are required under emergency) also. No additional amount for working on holidays or late sitting shall be paid.
- h) The scope of responsibility of the engineers, apart from Hardware maintenance, repair, and replacement of faulty parts shall include but is not limited to the clause number 2.2, 2.3 and 2.4.

2.2 Desktop Support Services

- a) Install / Support / Maintain / Troubleshoot various system hardware.
- b) Problem diagnosis and cannibalization to ensure the availability of hardware from the list given in serial number 5 (row number 16 to 20).
- c) Installation, reconfiguration, reinstallation and upgrade of Windows operating environment as well as standard office productivity suites like Microsoft Office using software provided by BHEL.
- d) Service will also cover loading, rectifying problems, reloading etc of Operating systems and User software like MS Office, Anti-virus, Adobe acrobat, Intranet / Internet browsing etc, in use in BHEL or as required by user and provided by BHEL.
- e) Service for installing add-ons & upgrades to the equipment as and when ordered separately.
- f) In case of any machine getting shifted from one user to other, the data transfer, dismantling and assembling of machine will be done under service.
- g) To configure the printer and resolving all printing problems of users.

2.3 Printer/Server Support Services

- a) Printer configuration and installation / upgrade of printer drivers, FAX server, Adobe Print Driver on user PC.
- b) Management of Printer software and hardware maintenance of printers.
- c) Ensuring proper connectivity of Servers with Network and user systems.
- d) Resolving configuration errors, server crashes and software corruption.
- e) Installation, reconfiguration, reinstallation and upgrade of Server Operating Systems Linux / Windows 2008 etc. Software shall be provided by BHEL.
- f) Support after office hours and on holidays, whenever required and as per scope.

2.4 SAN and Autoloader support services

- a) Logging case with HP and follow up till closure.

3.0 Availability of Spares:

The following items shall be made available as spares as per the items list (Annexure-I) at BHEL-PEM, Noida location.

S.No.	Name of Item	Spare quantities to be maintained
1	SAS HDD 146 GB	4
2	HBA card	2
3	Motherboard (4 way server)	1
4	Motherboard (2 way server)	1
5	RAM (2 GB)	4

4.0 Stand-by Equipment

- a) In case, the equipment failure cannot be rectified through repair / replacement of defective parts, bidder will provide a stand-by equipment to minimize work disruption on account of hardware failure.
- b) If standby is provided for the equipment, then the original equipment should be repaired and reconfigured within 15 days. If the equipment is not getting repaired for prolonged period, BHEL reserves the right to get it repaired from an outside party at the risk and cost of bidder.

5.0 Detail of Hardware for which AMC is required

S.No.	Item	Specification, make and model	Quantity	AMC required from	AMC required upto
1.	Server - 2 Way Rack	HP DL 380 G5	5	28/01/2014	27/01/2016
2	Server 4-way Rack	HP DL 580 G4	9	28/01/2014	27/01/2016
3	Server 4-way rack	HP DL 580 G4	11	28/01/2014	27/01/2016
4	SAN Storage	HP EVA 4100	1	28/01/2014	27/01/2016
5	SAN Storage	HP EVA 4100	5	01/07/2014	27/01/2016

6	Laserjet Printer - A4 Color	HP Color Laser Jet 4700dn	4	28/01/2014	27/01/2016
7	Laserjet Printer - A3 Mono	HP Laser Jet 9040dn	8	28/01/2014	27/01/2016
8	Laserjet Printer - A4 Color Low End	HP Color Laser Jet CP3505n A-4	9	28/01/2014	27/01/2016
9	Laserjet Printer - A4 Color Low End	HP Color Laser Jet CP3505n A-4	1	01/07/2014	27/01/2016
10	Ultrium Auto Loader	HP 1/8 Ultrium Autoloader	2	28/01/2014	27/01/2016
11	Ultrium Auto Loader	HP 1/8 Ultrium Autoloader	1	01/07/2014	27/01/2016
12	Switch	CISCO Catalyst 3560 24 10/100/1000T	6	28/01/2014	27/01/2016
13	Switch	CISCO Catalyst 2960 24 10/ 100 + 2 1000BT LAN	46	28/01/2014	27/01/2016
14	Switch	CISCO Catalyst 2960 24 10/ 100 + 2 1000BT LAN	29	01/07/2014	27/01/2016
15	A0 Plot-scan-copy (MFS)	KIP 5000	2	28/01/2014	27/01/2016
16	Notebook - General	HP 6710b	47	Cannibalization	
17	Notebook - Lightweight	HP 2510p	10		
18	PC - General with TFT monitor and 2GB RAM	HP 1710	335		
19	Graphic Workstation - P4 with 4GB RAM and Nvidia Quadro FX3500 card	HP XW 4600	68		
20	Graphic Workstation - Xeon	HP XW 8600	10		

6.0 DOWNTIME CALCULATIONS

Vendor shall be responsible for running the equipment at the uptime of 98% per month. The deduction for downtime shall be calculated for the uptime below 98% of each equipment.

Service window for equipment is as follows:

S.No.	Item	Service window
1	Servers, SAN, Switches and Autoloaders	24 X 7
2	Printers and Plotter	8.5 hours per working day

The downtime will be calculated on hourly basis per month on 24 hours x 7 days basis for servers, SAN, switches and Autoloaders. The downtime calculation shall be based on 8.5 hours per working day for printers and Plotter.

The deduction for downtime shall be as follows

S.No	Downtime	Deduction factor (D)
1	0 to 2 %	Zero
2	2 to 5 %	1.00
3	Beyond 5 % without standby	AMC Charges + Rs.1000 per day Note: Total deduction shall be limited to maximum monthly AMC charges of all the items put together as per contract for that month.
4	On site Engineers Absence	Rs.1000 per absence per engineer

Working calculation for deduction

Let downtime in a month = A hours

Downtime percentage

A) Server, SAN switches and autoloaders = $A \times 100 / (24 \times 30) = B$

B) Printers = $A \times 100 / (8.5 \times 30) = B$

Deduction factor according to the table above = D

Monthly Maintenance charge = quarterly maintenance charge / 3

= M Rupees

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

If the services of the vendor are not found satisfactory then after giving sufficient notice (3 notices), BHEL reserves the right to terminate the contract and forfeiture of the Bank Guarantee / Security Deposit.

7.0 HP SUPPORT

Successful bidder will have to submit documentary evidence for back to back HP support for SAN and Autoloader before the start of contract.

INSTRUCTIONS TO BIDDERS

1.0 INTRODUCTION

M/s **Bharat Heavy Electricals Limited** (A Govt. of India Undertaking) incorporated under the Companies Act 1956 acting through its **Projects Engineering Management Division (PEM)**, PPEI Building, HRDI & ESI Complex, Plot No. 25, Sector 16A, NOI DA – 201 301 (hereinafter referred to as “**Purchaser**”, which expression shall include its successors and assigns), invites offers for the requirements as detailed in the Enquiry letter and other tender documents.

2.0 TENDERER TO INFORM HIMSELF FULLY

- 2.1 The tenderer shall closely peruse all the clauses, specifications and drawings etc., indicated in the tender documents, before quoting. Should the tenderer have any doubt about the meaning of any portion of the tender specifications or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarifications on any of the technical aspect, scope of work etc. he shall at once contact the official inviting the tenders, for clarifications, before submission of the tender.
- 2.2 Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer 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. The specifications and terms and conditions shall be deemed to have been accepted unless otherwise specifically commented upon by the tenderer in his offer. Non-compliance with any of the requirements and instructions of the Tender Enquiry may result in the rejection of the tender.

3.0 PROCEDURE FOR SUBMISSION & OPENING OF TENDERS

- 3.1 Tenders shall be sent/deposited in tender box, in **two parts** as described below on or before the due date indicated in the Enquiry letter, by **2:00 p.m.**

PRICE BID:

PART-I : TECHNO-COMMERCIAL BID

Containing Technical offer, Technical PQR, Commercial Terms & Conditions and Un-priced Copy of the Price Bid. The un-priced copy of the Price bid shall be the same as the Price bid but without the Prices, with all the quoted Prices/discounts/values being replaced with the word ‘QUOTED’ or ‘Q’.

Bidder should sign and stamp each page of all the documents enclosed with the enquiry as a token of acceptance of BHEL's terms and conditions.

PART-II : PRICE BID

Containing **PRICES** only (to be furnished in the enclosed Price format only). Prices shall be quoted in Indian Rupees only.

Price Bid should not contain any technical details and/or Commercial Terms & Conditions. Any technical details and/or Commercial Terms & Conditions, if found in this part shall be ignored as the same are supposed to be contained in PART-I only so that the same can be evaluated before opening of Price Bid(s).

3.2 MARKING ON ENVELOPE

Part-I and Part-II offers shall be submitted in **two separate sealed envelopes** (preferably cloth lined envelopes) with bidder's distinctive SEAL and each envelope super-scribed with the following :

PART-I : 1. TENDER ENQUIRY NO. AND ITEM DESCRIPTION
 2. DUE DATE AND TIME OF OPENING
 3. "TECHNO-COMMERCIAL BID".

PART II : 1. TENDER ENQUIRY NO AND ITEM DESCRIPTION
 2. DUE DATE AND TIME OF OPENING
 3. "PRICE BID".

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

3.3 BID SUBMISSION

3.3.1 The tenders shall be sent to the following address :

**Tender Box,
Bharat Heavy Electricals Ltd.
Project Engineering Management
Information Technology Department
PPEI Building, HRDI & ESI Complex
Plot No. 25, Sector 16A
NOIDA – 201301 (INDIA)**

3.3.2 Tenders can also be deposited in tender box in person.

3.3.3 Tenders submitted by post shall be sent by "**REGISTERED POST ACKNOWLEDGEMENT DUE**" and shall be posted with due allowance for any postal delay. The tenders received after the **Due Date** and **Time** of opening will be rejected.

- 3.3.4 Dispatch department shall not accept any tender in torn condition and return the same to the courier immediately with the Stamping "Returned to Sender-Package Damaged".
- 3.3.5 Offers in damaged condition will not be considered and no request for extension on this account will be considered.

3.4 BID OPENING

- 3.4.1 The offers may be opened on the due date and time as specified in the Enquiry Letter.
- 3.4.2 Bidder shall be allowed in the tender room in area identified for bidders and only one authorized representative from each bidder shall be allowed.
- 3.4.3 Bidder shall not be allowed to carry mobile/camera/ laptop in the tender room. The same shall have to be deposited at security in advance and taken back after tender opening.
- 3.4.4 Details of offers shall be read out to bidders and in no case the offers shall be handed over to any of the bidders for noting down.

4.0 Late tenders will be rejected.

5.0 Incomplete offers are liable to be rejected.

6.0 VALIDITY OF OFFER

Offer shall be kept valid for four months from the due date, for Purchaser's acceptance.

7.0 No correspondence shall be entertained from the tenderers after the opening of Price bid(s).

8.0 Unsolicited tenders shall not be entertained. Unsolicited revised Price Bids also, shall not be entertained at any stage of the tendering process.

9.0 Purchaser reserves the right to negotiate the tender, if the quoted rates/terms are found in the unacceptable range or unreasonable.

10.0 LANGUAGE & CORRECTIONS

10.1 The tenderer shall quote the rates in English/Hindi language and international numerals only. The metric system of units shall be used, for the purpose of tender.

10.2 All entries in the tender shall either be typed or written legibly in ink. Erasement and over-writings are not permitted and may render such tenders liable for rejection. However, all cancellations, corrections and insertions shall be duly attested by the tenderer.

- 11.0** Standard pre-printed conditions of the tenderer attached to the offer will not be accepted and only those mentioned in the body of his offer will be considered.
- 12.0** Taxes and duties payable should be indicated separately, otherwise it will be presumed that the prices quoted are inclusive of all taxes, duty, octroi etc., if any and the Purchaser in such cases shall not pay any tax, duty, octroi etc.
- 13.0** The acceptance of tender will rest with the purchaser and does not bind him to accept the lowest or any other tender and reserves to itself full rights for the following without assigning any reasons, whatsoever:
- a) to reject any or all the tenders.
 - b) to split up the work amongst two or more tenderers.
 - c) to award the work in part.

14.0 DELIVERY/COMPLETION PERIOD

AMC will start from the date of expiration of lease period of equipment in the running contract i.e for first lot AMC will start from 28/01/2014 and for second lot 01/07/2014. Details of lots are mentioned in technical specification.

15.0 SALES CONDITIONS

With tenderer's acceptance of the terms and conditions, it will be deemed that he has waived and confirmed as cancelled any of his general sales conditions attached with the offer.

16.0 TENDER EVALUATION

17.1.1 PRICE DISCREPANCY

Totals/Gross Total of Prices should be indicated both in words as well as in figures. If there is a discrepancy between unit price, total price quoted in words and figures, the Arithmetical errors will be rectified on the following basis.

- 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.
- d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto 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.

17.1.2 If the Prices/Rates of one or more of the enquired items have not been quoted, the offer is liable to be rejected. However, if the offer is considered, the same shall be loaded with the highest Prices/Rates available in the other bids received against the same Enquiry.

17.1.3 Though, higher warranty/configuration/rating will be acceptable, than what is required as per tender specifications, no weight age or preference will be given for the same.

17.1.4 Tenders will be evaluated taking into consideration all available financial advantages, including taxation/depreciation benefits, if any. Service tax paid by the seller/contractor to the Govt. Authorities directly shall be reimbursed at actuals only (subject to against requisite documentary evidence).

17.0 BANNED FIRMS

The offers of the bidders who are on the banned list as also offer of the bidder who engage the service of banned firms, shall be rejected. The list of banned firms can be found on website www.bhel.com.

18.0 CHANGE OF PRICE BIDS

The bidder to note that in case there is no change in technical specification or commercial terms, the bidder is not allowed to change his price bid within validity of his period.

19.0 CLARIFICATIONS ABOUT TENDER

All corrigenda, addenda, amendments, time extensions clarifications etc. to the tender shall be hosted on BHEL websites (www.bhel.com & www.bhelpem.com) and CPPP website only. Bidders should regularly visit websites to keep themselves updated.

20.0 Earnest Money Deposit (EMD)

The bidder shall have to furnish a refundable Earnest Money Deposit (EMD) of Rs.1,50,000/- along with the bid in the form of a Demand Draft payable to “Bharat Heavy Electricals Ltd.” and payable at New Delhi. The bid shall be rejected without the EMD. The deposit shall not carry any interest.

21.0. Security Deposit

The vendor shall have to submit a security deposit in the form of a Demand Draft payable to “Bharat Heavy Electricals Ltd.” payable at New Delhi or a Bank Guarantee (in the format to be provided by BHEL) valid for the duration of the contract.

The rate of Security Deposit shall be as follows:

1. Up to 10 lakhs: 10% of the contract value
2. Above 10 lakhs: 1 lakh + 7.5 % of the amount exceeding Rs.10 lakhs.
3. Above Rs.50 lakhs: Rs.4 lakhs + 5% of the amount exceeding Rs.50 lakhs.

EMD of the successful bidder can be converted and adjusted against the security deposit. The deposit shall be refunded after the successful completion of the contract. The security deposit shall not carry any interest. Security deposit shall be liable to forfeited in case of breach/non-fulfillment of liabilities in contract by vendor.

COMMERCIAL TERMS AND CONDITIONS

- 1.0 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.
- 2.0 BANK CHARGES** : Unless otherwise specified, the Bank charges, if any, shall be to the account of Seller/Contractor.
- 3.0 PRICES** : Prices are net F.O.R. destination inclusive of freight, handling, packing charges, transit insurance etc. and shall remain FIRM without any variation till completion of the contract.
- 4.0 QUALITY** : All Systems/goods/services supplied/rendered shall be brand new and conform to the contract technical specifications and/or be strictly in accordance with approved samples/drawings. Where there is no specifications, sample or drawings, Systems/goods/services shall be of the best quality.
- 5.0 CHANGE OF ORDER** : No changes to this order/contract are permitted unless authorised in writing and signed by competent authority of this office.
- 6.0 LOCATION & CONSIGNEE** : Complete Systems/goods will be consigned to DH (PEM – IT), PPEI Building, HRDI&ESI Complex, Plot No. 25, Sector 16A, NOIDA – 201 301, who will co-ordinate the installation and commissioning activities.
- 7.0 PAYMENT TERMS:**
1. Quarterly payment after the completion of quarter after adjusting any penalties / deductions according to technical specification.
 2. Payment of taxes and duties, if quoted by vendor separately in its bid shall be paid as per Govt. guidelines prevalent at the time of billing.
- 8.0 MODE OF PAYMENT** : Payment will be made by way of Electronic Fund Transfer..
- 9.0 INTEREST** : No interest, whatsoever, shall be payable by the purchaser on any amount due to the Seller/Contractor by the purchaser.
- 10.0 DELIVERY**
- The successful bidder will have to provide AMC from the date of expiration of equipment in existing contract.
- 11.0 VARIATION** : The prices shall remain firm for any increase or decrease in order quantities upto plus or minus 30%. The purchaser shall have the right to increase or decrease quantities upto the above extent and

Seller/Contractor shall be bound to accept the same at the contracted prices without any escalation.

12.0 INDEMNITY:

Seller/Contractor shall fully indemnify and keep indemnified the Purchaser against all claims, viz.

- a) which may be made in respect of the use of System/Item(s)/services supplied/rendered by the Seller/Contractor, for infringement of any rights protected by patent, registration of designs or trademarks.
- b) any other claims of whatsoever nature arising during the course and out of the execution of this Order/Contract

In the event of any such claims being made against the purchaser, Purchaser will inform the Seller/Contractor who shall at his own risk and cost either settle any such dispute or conduct any litigation that may arise there from.

13.0 CONFIDENTIALITY : Seller/Contractor 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 finalised during the course of execution of the order/contract.

14.0 LIQUIDATED DAMAGES : The parties hereto agree that timely delivery is the essence of the order/contract. If the Seller/Contractor fails to start the maintenance contract within the time period stipulated in the order/contract or within any extension of time granted by the purchaser, purchaser shall be under no obligation to accept the services. However, if accepted, liquidated Damages at the rate of half percent per week of delay or part thereof shall be levied limited to ten percent of the total order/contract value excluding elements of taxes and duties, without prejudice to any other relief or compensation due to the purchaser under any other condition of the order/contract.

15.0 FORCE MAJEURE : Seller/Contractor shall not be responsible for delay in delivery resulting from acts/events beyond his control provided notice of the happening of any such act/event is given by the Seller/Contractor to the purchaser 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 or Governmental regulations superimposed after the date of order/contract.

16.0 TERMINATION/EXTENSION OF THE ORDER/CONTRACT

- 16.1 The purchaser reserves the right to terminate the order/contract, either wholly or in part, in case he is obliged to do so on account of any decline, diminution, curtailment or stoppage of his business and in that event, the Seller/Contractor shall have no claim for compensation against the purchaser on account of such cancellation.
- 16.2 Purchaser reserves the right to terminate the order/contract, either wholly or in part, upon situations arising due to non-compliance of stipulations of the Order/contract, by the Seller/Contractor, at the risk and cost of the Seller/Contractor.
- 16.3 BHEL reserves the right to terminate the contract in between the contract period after giving one month notice
- 16.4 BHEL reserves the right to extend the contract for further period after successful completion of the contract period. This extension will be done on mutually agreed terms between the vendor and BHEL.

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

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

19.0 SETTLEMENT OF DISPUTES

- 19.1 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 Seller/Contractor to the purchaser, whose decision shall be final to the parties hereto.
- 19.2 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.
- 19.3 However, the Seller/Contractor shall continue to perform the Order/Contract, pending settlement of dispute(s).

20.0 ARBITRATION

In the event of any dispute or difference arising out of the execution of the order/contract or the respective rights and liabilities of the parties, such dispute or difference shall (except as to any matters, the decision of which

is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of the Purchaser.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be NCR Region, India.

- 21.0 LAWS GOVERNING THE CONTRACT:** The Order/Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.
- 22.0 JURISDICTION OF COURT** : The jurisdiction to decide any disputes in the Contract shall be at Noida under any circumstances.
- 23.0 SUBMISSION OF INVOICE** : All Invoices shall be submitted along with specified documents **in triplicate** to IT Department, BHEL-PEM, PPEI Building, HRDI & ESI Complex, Plot No. 25, Sector 16A, NOIDA – 201 301.
- 24.0 ACCEPTANCE:** Letter of Seller/Contractor's acceptance of the LOI/Order/Contract shall be sent to IT DEPARTMENT, BHEL-PEM, PPEI BUILDING, HRDI & ESI COMPLEX, PLOT NO. 25, SECTOR 16A, NOIDA – 201301, within ten days from the date of LOI/Order/Contract. Purchaser shall reserve the right to cancel the LOI/Order/Contract in case the letter of acceptance is not received within ten days. Purchaser will not be responsible for any postal delays.
- 25.0 RECOVERY OF OUTSTANDING AMOUNT** : In the event of any amount of money being outstanding at any point in time against the Seller/Contractor, due to excess payment or any other reason, whatsoever, in the present order/contract or any other order/contract, the outstanding amount shall be recovered from the payments due to the Seller/Contractor or at any other appropriate time and manner/mode as deemed fit by the Purchaser at its sole discretion.
- 26.0 Security Deposit**

The vendor shall have to submit a security deposit in the form of a Demand Draft payable to "Bharat Heavy Electricals Ltd." payable at New Delhi or a Bank Guarantee (in the format to be provided by BHEL) valid for the duration of the contract.

The rate of Security Deposit shall be as follows:

1. Up to 10 lakhs: 10% of the contract value
2. Above 10 lakhs: 1 lakh + 7.5 % of the amount exceeding Rs.10 lakhs.
3. Above Rs.50 lakhs: Rs.4 lakhs + 5% of the amount exceeding Rs.50 lakhs.

EMD of the successful bidder can be converted and adjusted against the

security deposit. The deposit shall be refunded after the successful completion of the contract. The security deposit shall not carry any interest. Security deposit shall be liable to forfeited in case of breach/non-fulfillment of liabilities in contract by vendor.

TECHNICAL PQR

Bidder should fulfil the following qualification criteria. Bids from any bidder not meeting these qualification criteria shall not be considered for final evaluation.

- The bidder should be an original equipment manufacturer (**OEM i.e. M/s HP**) or duly authorized partner of OEM. In case the bidder is not the OEM, the authorization letter along with assurance of back to back support from OEM (M/s HP) has to be submitted along with the bid documents by the bidder.
- The bidder should have at least one technical support office in Delhi / NCR. Bidder needs to submit proof for the same.
- The bidder must have executed at least one order of AMC of IT items such as Servers, Network Devices, SAN etc. during last 7 years, value of which must be at least 71 lakhs. PO copies along with the full address, telephone numbers and fax numbers of the customers including value is to be submitted as proof.

Or

- The bidder must have executed at least two orders of AMC of IT items such as Servers, Network Devices, SAN etc. during last 7 years, value of which must be at least 45 lakhs. PO copies along with the full address, telephone numbers and fax numbers of the customers including value is to be submitted as proof.

Or

- The bidder must have executed at least three orders of AMC of IT items such as Servers, Network Devices, SAN etc. during last 7 years, value of which must be at least 36 lakhs. PO copies along with the full address, telephone numbers and fax numbers of the customers including value is to be submitted as proof.

Also bidder should furnish the list of customers where similar work has been carried out or is in progress in last 3 years.



FINANCIAL PQR

Bidder should fulfil the following qualification criteria. Bids from any bidder not meeting these qualification criteria shall not be considered for final evaluation.

Average annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should not be less than Rs.26,65,000/- (Rs. Twenty Six Lakhs Sixty Five Thousand Only)

The bidder has to submit financial accounts (audited, if applicable or duly certified by Chartered Accountant)), for last three years ending 31st March (or from the date of incorporation whichever is less) as on tender due date to review the above data.



Annexure -5

No Deviation Certificate
(To be submitted along with Part-1 Bid)

Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of the above tender. We confirm that the offer submitted is confirming to all the terms and conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender.

Or

We hereby accept all terms and conditions of the above tender except the following:

- 1.
- 2.
- 3.
- 4.



ANNEXURE - '6'

Details of Party

Please provide the details as required in below given table:-

S. N.	Description	Details
1	Name of the Party	
2	Address of the party	
3	Contact Person's Name	
4	Cell No. of Contact Person	
5	Land Line No./mobile no	
6	FAX No.	
7	E-mail ID of the Party	
8	PAN No.	

Signature and Seal of Bidder



DECLARATION CERTIFICATE

I / We do hereby declare that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner. Also I/We have not been suspended / delisted / blacklisted by any other Govt. Ministry / Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication.

Check List

Annexure - 8

S. N.	Required Document	If Submitted then Tick (√)
1	Complete tender in all respects duly signed & stamped on each and every page by the authorized signatory of the bidder as a token of acceptance of all the terms and conditions of tender.	
2	Authorization letter from HP	
3	Copy of purchase orders of customers as per technical PQR	
4	List of customers where similar work has been carried out or is in progress in last three years.	
5	Proof for having atleast one technical support office in Delhi NCR.	
6	Price is submitted in BHEL's Price format only and "Quoted" or "Q" mentioned in unpriced bid.	
7	Average annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should not be less than Rs.26,65,000/- (Rs. Twenty Six Lakhs Sixty Five Thousand Only). Financial accounts (audited, if applicable or duly certified by Chartered Accountant)), for last three years ending 31st March (or from the date of incorporation whichever is less) h	
8	EMD of value Rs 1,50,000 has been submitted.	

PRICE FORMAT

Annexure - 9

Price for AMC												
S.No.	Item with specs	Model Number/ specification	Total Qty	Number of items whose AMC is required from 28/01/2014 to 27/01/2016 a	Number of items whose AMC is required from 1/07/2014 to 27/01/2016 b	Unit Quarterly Price c	Unit quarterly Service tax @ 12.36 % d	Unit quarterly VAT/CST@ 12.50 % e	Unit quarterly charge f=c+d+e	Total quarterly charge from 28/01/2014 to 30/06/2014 g=f*a	Total quarterly charge from 1/07/2014 to 27/01/2016 h=f*(a+b)	Total i=g*5/3+h*19/3
1	Laserjet Printer - A4 Color	HP Color Laser Jet 4700dn	4	4	0							
2	Laserjet Printer - A3 Mono	HP Laser Jet 9040dn	8	8	0							
3	Laserjet Printer - A4 Color Low E	HP Color Laser Jet CP3505n A-4	10	9	1							
4	SAN Storage	HP EVA 4100	6	1	5							
5	Server - 2 Way Rack with 5 x 146GB Hard Disks in place of 5 x 73GB Hard Disks	HP DL 380 G5	5	5	0							
6	Server 4-way rack with 4 x 146GB Hard Disks in place of 4x73GB Hard Disks	HP DL 580 G4	20	11	9							
7	Ultrium Auto Loader	HP 1/8 Ultrium Autoloader	3	2	1							
8	L2 switches	CISCO Catalyst 2960 24 10/ 100 + 2 1000BT LAN	75	46	29							
9	L3 switches	CISCO Catalyst 3560 24 10/100/1000T + 4 SFP En	4	4	0							
10	L3 switches	CISCO Catalyst 35600 24 10/100 PoE+2SFP Standard	2	2	0							
11	A0 Plot-scan-copy (MFS)	KIP 5000	2	2	0							
			TOTAL									

Price for onsite manpower support						
S.No.	Item	Quantity	Unit quarterly charge	Unit quarterly service tax @ 12.36 %	Total	Total charges from period 1/07/2014 to 27/01/2016
1	Onsite Manpower support	1				

Total price for AMC and onsite manpower support			
S.No.	Price for AMC of hardware	Price of onsite manpower support	Total
1			

Note: Evaluatiuon will be done on total price of AMC and onsite manpower support