

भारत हेवी इलेक्ट्रिकल लिमिटेड
Bharat Heavy Electricals Limited



कॉर्पोरेट डिजिटल ट्रांसफॉर्मेशन
CORPORATE DIGITAL TRANSFORMATION

CDT, 3rd Floor, BHEL House, Asiad, New Delhi -110049

Request for Proposal

FOR

"Annual Maintenance Contract for 2X40KVA Online UPS at CDT, Noida"


18.4.2026

Ref. No. AA: CDT: UPS: AMC, dated 18.4.2026 To be
signed and stamped by the bidder

Ref. No.: AA: CDT: UPS: AMC
Date: 18.4.2026

M/s Schneider Electric IT Business India Pvt Limited

Dear Sir,

Sub: Enquiry for Annual Maintenance Contract for 2X40KVA Online UPS at CDT, Noida.

Bid is invited for subject requirement at BHEL New Building, Sector-16 A, Noida from M/s Schneider Electric IT Business India Pvt Limited as per the terms and conditions of this RFP.

Any corrigendum / notifications issued by BHEL, related to this tender, shall be available / hosted on www.bhel.com

The bidder is expected to examine all instructions, formats, terms, specifications, conditions and all other information in the bidding documents. Failure to furnish all information asked for or to submit a bid not substantially responsive to the bidding documents may result in rejection of the bid as decided by the BHEL. BHEL's decision in this regard shall be final and binding.

Please ensure that your response, complete in all respect, in requisite format with necessary enclosures is delivered on or before the due date & time i.e., **28.4.2026 at 1400 hrs.**

Bids (PAPER TENDER FORMAT/HARDCOPY) shall be addressed to:

Sr.Engineer (CDT)
Bharat Heavy Electricals Limited,
CDT Hall, 2nd Floor HRDI Building, Film city
Sector-16A Noida – 201301
Contact Number – 8889912045
naveensharma@bhel.in

A handwritten signature in blue ink, followed by the date '18.4.2026' written below it.

Thanking you,
Yours faithfully,

For and on behalf of BHEL

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1. Objective:

The tender is invited through Paper Bid from M/s Schneider Electric IT Business India Pvt Limited for Annual Maintenance Contract for 2X40KVA Online UPS at CDT, Noida.

The tender has to be submitted in **TWO PART BID** through Paper with sealed cover.

2. Location & Consignee Address

Name: Ashish Kumar Shukla
Designation: Engineer (CDT) BHEL
New Building,
Sector -16 A, Film city
Noida, U.P. - 201301
Contact details: 01202219790
Email: ashish.kumar.shukla@bhel.in

3. General Instructions and Guidelines to Bidders

S.No.	Key Activity	Date
1	Issuance of Request for Proposal (RFP)	18.4.2026
2	Last date and time for submission of bid	28.4.2026, 1400 hrs
3	Bid opening date and time	28.4.2026, 1500 hrs

4. Taxes & Duties

- I. Price quoted should be inclusive of all applicable Taxes/charges. The Contractor shall pay all other taxes, fees, royalty, commission etc. which may be levied on the contractor in executing the contract. In case BHEL is forced to pay any of such taxes, it shall be recovered from Contactor's bills or otherwise as deemed fit.
- II. TDS under GST law as applicable shall be deducted.
- III. In case of any recovery including LD/penalty, the GST (if applicable) shall also be recoverable from the supplier.
- IV. To enable BHEL to avail GST input tax credit, Vendor shall submit GST compliant invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the Vendor only after submission of GST complaint invoice. The successful bidder shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services. Vendor to ensure that details of such invoice is furnished by him in his GSTR-1 return and the same is appearing in GSTR-2B of BHEL.

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- V. BHEL reserves the right to protect its interest against any loss on account of non-availability of GST credit.
- VI. GSTIN of BHEL will be provided to the Vendor along with the work order.
- VII. Any new/change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
- VIII. Statutory variation for GST is payable to the Seller during validity of the contract. However, for period beyond the contract validity, BHEL may reimburse the actual applicable increased tax, in exceptional circumstances, in case BHEL is able to take the input tax credit. However, the decision of BHEL in this regard will be final and binding on the seller/ contractor otherwise vendor/ contractor has to bear the differential upward increase in tax.
- IX. Payment to the Vendor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the Vendor by BHEL.
- X. GST (if applicable) shall also be recoverable from the Vendor in case of LD recovery/penalty on account of breach of terms of contract.
- XI. Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTIN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, IGST mentioned separately, HSN (Harmonized System of Nomenclature) Code / SAC (Services Accounting Code) etc.
- XII. The Vendor has to give an undertaking that GST as mentioned in the invoice has been / will be paid and also file return as per respective extant rule.

5. Ethical Standard

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

a) "**Corrupt practice**" means the offering, giving, receiving, or soliciting of anything of value to influence the action in the procurement process or in Contract execution; and

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

The Bidder along with its associate/ collaborators/ sub-contractors/ 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 any fraud or suspected fraud as soon as it comes to their notice.

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

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At all times during the performance of the Services, the Bidder shall abide by all applicable BHEL's security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the term of this tender and such rules, policies, standards, guidelines and procedures by its employees or agents.

The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof.

The obligations of confidentiality under this section shall survive the rejection of the contract.

10. Non-Disclosure Agreement:

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

11. Arbitration:

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

12. 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.

Courts at Delhi/ New Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract to which these conditions are applicable.

13. Force Majeure:

Vendor 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 Vendor 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.

14. Limitation of Liability:

The vendor's liability shall be limited to the value of this contract only.

15. Termination of The Contract & Its Consequences

- a. 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.
- b. Vendor shall continue the performance of the order/contract under all circumstances, to the extent not cancelled.
- c. BHEL reserves the rights to cancel the contract in case the services are not found to be satisfactory.

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6. Bid Documents

Bid shall be accepted by the official inviting the tender in **TWO PART BID with Sealed cover.**

Bid shall consist of the following:

- i) PRICE BID as per as per format enclosed in RFP.
- ii) Third party non- disclosure agreement (NDA) format enclosed as **Annexure-I**
- iii) No Deviation Certificate as per format enclosed as **Annexure-II.**
- iv) Declaration of GST benefits as per format enclosed as **Annexure-III**
- v) Complete RFP with seal and signed by authorized signatory

Price bid containing PRICES only is to be submitted as per Price Bid Format. Prices shall be quoted in Indian Rupees only. Bidder shall give details of Direct Applicable Taxes (between Bidder & BHEL as asked in the Price Bid Format) clearly. Any changes in these Direct Applicable Tax rates during the complete contract period will only be payable as per actuals, subject to submission of documentary evidence. Any other taxes, duties, levies and charges assessed on the bidder by local, national or any statutory authorities will not be payable by BHEL.

7. Tender Evaluation:

Total / 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.

All applicable taxes (GST) are to be specified clearly in the Price Bid Format.

8. Liabilities from the Contract

Any liabilities arising out of this contract (like injury, fatal/non-fatal, to the personnel of the successful bidder or any third party/contractor employed by the bidder) shall be to the successful bidder's account only. BHEL shall not be liable in any such eventuality.

9. Confidentiality:

The Bidder shall keep confidential any information related to this tender. The Bidders shall note that the confidential information will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason whatsoever.

As used herein, the term "Confidential Information" means any information, including without intimation, information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the services hereunder are the Confidential Information of the Bidder.

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- d. Consequences: As soon as the contract is cancelled / terminated by BHEL, no payment will be payable to the Vendor.
- e. Also, BHEL reserves the rights to short close the contract on pro-rata basis without assigning any reason with a notice period of 15 days.

16. Foreclosure:

After completion of SIX MONTHS (6 months) from the date of issue of Work Order, BHEL reserves the rights to foreclose the contract after giving one week notice period without assigning any reason..

17. List of Annexures:

Annexure-I: Non-Disclosure Agreement Format

Annexure-II: No-Deviation Certificate Format

Annexure-III: Declaration of GST benefits

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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. In case such information is required to be exchanged, I shall ensure the secure transfer of business information. 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.

Dated at _____, this ____ day of _____, 20__.

Name

Company

Signature

**Ref. No. AA: CDT: UPS: AMC, dated 18.4.206 To be
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No Deviation Certificate

This is to certify that our offer is exactly in line with your tender enquiry no. _____, dated _____

This is to expressly certify that our offer contains no deviation either Technical or Commercial in either direct or indirect form.

Signed By:

Name: _____

Designation: _____

Organization: _____

Date & Place: _____

Phone/Mobile: _____

Email: _____

Stamp & Seal: _____

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Declaration of GST Benefits

To Whom so ever it may concern, I hereby on behalf of my organization declare that I have quoted the rates considering the benefits of Goods and Service Tax (GST) including Input Tax Credit (ITC) in the Price Bid.

(Signature & seal of the bidder)

Place:

Date:

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Bharat Heavy Electricals Limited



CORPORATE DIGITAL TRANSFORMATION

HRD & ESI Complex, BHEL, Sec-16A, Noida - 201301

Request for Proposal

FOR

Annual Maintenance Contract for 2X40KVA Online UPS at CDT, Noida

Scope of work

The OEM, M/s Schneider Electric IT Business India Pvt Ltd., shall provide comprehensive on-site AMC support services for 2X40KVA Online UPS on 24x7 basis for a period of one year. The support shall cover following:

- Troubleshooting / Rectification / Repair /Replacement of a faulty part / component /module of the UPS within time period specified in SLA after a call is logged with the vendor.
- Visit of service engineer to the site after call is logged.
- Resolution of the problem as per SLA specified time period.
- Provisioning of spares as and when required.
- Installation / Re-Installation / Configuration of hardware / software which gets faulty and needs repair/ replacement.
- Periodic health checks of the systems (at least once in a quarter).
- Health-check of batteries. However, providing replacement for faulty batteries shall not be in the scope of the vendor.

Terms & Conditions

AMC PERIOD : 29.05.2026 to 28.5.2027 (One Year)

The services are required wef 29.05.2026 As the AMC contract is entered into with the same OEM, and the new contract is in continuity of existing AMC, LD will not be applicable. However, in case of delay in execution of work after stipulated date i.e 29.05.2026 , LD will be levied @0.5% of the order value per week, subject to a maximum of 5% of the order value.

Foreclosure

After completion of SIX MONTHS (6 months) from the date of issue of Work Order, BHEL reserves the rights to foreclose the contract after giving one week notice period without assigning any reason.

Service Level Agreement (SLA)

Same business day support on all hardware & software products. On logging complaint with the vendor, the engineer should visit for diagnosis & troubleshooting within 2 hours.

Penalty for SLA Non-Conformance:

The deduction for downtime for each equipment per quarter shall be as follows:

Sl.	Downtime per equipment basis	Downtime (in hrs)	Deduction Factor/ Value
1	Primary UPS with failover on secondary UPS	More than 24 hrs	AMC charges for downtime + Rs.1000 per day. Less or equal to 6 hrs will be rounded down and more than 6 hours will be rounded up to a full day.
2	Both Primary UPS and Secondary UPS down	More than 8 hrs	AMC charges for downtime + Rs.1000 per day. Less or equal to 6 hrs will be rounded down and more than 6 hours will be rounded up to a full day.

The total downtime due to SLA non-conformance for any quarter shall be limited to 5% of the AMC charges for that particular quarter.

Price Bid:

Please quote the best prices for below mentioned items. Subject to terms and conditions as given below: -

Sl.	Item Name	Qty.	AMC Charges Per Year (in ₹, excl. taxes)
			(A)
1	2X40 KVA Online UPS	1 Set	
Total AMC charges per quarter (in ₹, excl. taxes) (Q = A/4)			

Total offered price excl. taxes (A) (in words): Rs.

S.No.	Applicable Taxes	%age

Note:

1. The rate should be quoted in Indian Rupees.
2. The total cost should be mentioned in this format. The prices should be fixed and should avoid use of vague terms as "Extra as applicable".

Sea/ & Sign of Company

