

Project Engineering
Management

BHARAT HEAVY ELECTRICALS LTD.
(A Govt. Of India Undertaking)
PURCHASE ENQUIRY



REF :	PE-LPE/52
REF. DATE	19/06/2012
DUE DATE	09/07/2012

To,
Open Tender

Dear Madam/Sir,

Subject: Retrieval of data from crashed hard disks for a period of two years for BHEL-PEM,Noida

Quotations are Invited in sealed cover with Enquiry No., Enquiry Date, Quotation Due Date & Time, Name/ Address of the Organisation submitting the offer legibly super- scribed on it, for the above- mentioned item so as to reach the undersigned before 2:00 P.M. on or before the above mentioned Due Date.

SCOPE:

Scope of vendor includes collection of hard disks from BHEL premises, retrieval of data from crashed hard disks and delivery of data at BHEL-PEM.

PAYMENT TERMS

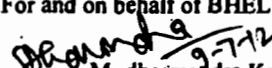
As mentioned in Clause "8" of commercial terms and conditions.

Please quote the total F.O.R. destination BHEL /PEM, NOIDA inclusive of all taxes, freight, handling packaging, charges, transit insurance etc and shall remain firm without any variation till completion of the contract.

BID SUBMISSION:

In two Parts 1.Techno-Commercial 2.Price Bid
Due Date of tender Submission :09-07-2012 2:00 PM

Thanking You,

Yours faithfully,
For and on behalf of BHEL

Mr. Dharmendra Kr
BHEL PEM, Noida

Please reply to:
Power Project Engineering Institute
HRD & ESI Complex, Plot No 25, Sector 16 A

Phone:
Fax No:

Regd. Office:
BHEL House
Siri Fort



SUBMISSION OF OFFER

Dated: -

From:

M/S -----

To

**Dy. 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 “Recovery of Data from crashed hard disks for a period of two years in 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. Earnest Money Deposit in the form of DD/Pay order payable to Bharat Heavy Electricals Ltd. for an amount of Rs. 10,000/- (Rupees ten Thousand Only) is enclosed. 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

**“Retrieval of Data from Crashed hard disks for a period of two years” in BHEL,
PS-PEM, PPEI, HRDI & ESI COMPLEX, FILM CITY, PLOT NO.25, SECTOR 16A,
NOIDA (U.P.) – 201301.**

Tender Ref. No. : PE-PLE/52
Dated : 19-06-2012

Last Submission date of tender enquiry: - 14:00 hrs. on **09.07.2012**
Due date for opening of bid on : - 15:00 hrs. on **09.07.2012**

Contact Persons :

1. Mr.Rajiv Hajela, DGM(IT)
E-mail : rhajela@bhhelpem.co.in Tel.Phone : 0120-4368836
2. Mr.Dharmendra Kumar Engineer(IT)
E-mail : dharmendrkr@bhhelpem.co.in Tel.Phone : 0120-4368836

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: 09.07.2012



Subject: -Tender in response to your invitation for “Recovery of Data from crashed hard disks for a period of two years in BHEL-PEM,Noida””

Dear Sirs,

We are pleased to invite your tenders, in sealed covers for the subject service. The terms & conditions of the tender are mentioned below:-

INTRODUCTION 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 accepted by the official inviting the tenders, in **two parts** as described below on or before the due date indicated in the Enquiry letter, by **2 p.m.**

PRICE BID:

PART-I : TECHNO-COMMERCIAL BID (TO BE SUBMITTED IN DUPLICATE)

Containing Technical offer, Commercial Terms & Conditions, Technical Specification 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 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 OF OPENING
3. **"TECHNO-COMMERCIAL BID".**

PART II :

1. TENDER ENQUIRY NO AND ITEM DESCRIPTION
2. DUE DATE 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 addressed to the official inviting Tender(s) by name and designation and sent at the following 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)**

**Kind Attn.:1.Mr.Rajiv Hajela, DGM(IT) 4368836
2.Mr.Dharmendra Kumar Engineer(IT) 4368765**

FAX Nos. : 4329026

3.3.2 Tenders can also be delivered in person to the official inviting the Tenders.

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 are liable to be rejected.

3.4 BID OPENING

3.4.1 The offers may be opened on the due date and time as specified in the Enquiry Letter, in the presence of those tenderers who wish to attend.

3.4.2 Not more than two representatives will be permitted to be present for the tender opening.

4.0 Late tenders are liable to 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. Erasurement 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** Manufacturer's name, trade Mark or Patent No., if any, should be specified.
- 14.0** 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.

15.0 DELIVERY/COMPLETION PERIOD

Counting of delivery/completion period shall start from the date of LOI/Order/contract communicating the acceptance of bidder's offer.



16.0 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.

17.0 TENDER EVALUATION

Non-compliance with any of the requirements and instructions of the Tender Enquiry may result in the rejection of the tender.

17.1.2 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.

- If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected.
- If there is a discrepancy between words and figures, the amount in words will prevail.
- For ordering: corrected or quoted price (whichever is lowest) shall be considered for ordering

17.1.3 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.

17.1.4 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.

17.1.5 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), hence, Service tax shall not be considered for bid evaluation.



18.0 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.

19.0 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.

20.0 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) only. Bidders should regularly visit websites to keep themselves updated.

COMMERCIAL TERMS & 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 PACKING AND MARKING** : Seller/Contractor shall arrange for sound packing and marking the goods to avoid any loss or damage during transit.
- 7.0 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.
- 8.0 Payment Terms**: 100% payment shall be made to the vendor after the user certifies that more than three-fourth of the data has been recovered
- However, 50% payment shall be made to the vendor in case not more than quarter of the data could be recovered from the hard disk in spite of the best efforts of the vendor to compensate the vendor for the effort put in for collection and delivery of the crashed hard disk and the attempts for retrieval of the data.
- Proportionate deduction shall be made from the payment in case the data recovered is between one-fourths and three-fourths of the total data.
- 9.0 MODE OF PAYMENT** : Payment will be made by way of Electronic Fund Transfer.
- 10.0 INTEREST** : No interest, whatsoever, shall be payable by the purchaser on any amount due to the Seller/Contractor by the purchaser.

11.0 DELIVERY The successful bidders shall get the hard disks collected from the BHEL-PEM office at Sector-16A, Noida and return the crashed hard disks and data before 4 weeks from.

12.0 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.

13.0 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.

14.0 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.

15.0 INSURANCE : All the supplied System/goods shall be got insured by the Seller/Contractor at his own risk and cost, for the transit and storage at site awaiting Installation/Acceptance, Claims etc. If any, will be dealt with by the seller/contractor directly with underwriters. The insurance shall be kept valid up to a period of 30 days from the date of acceptance of the system/goods. Though, the purchaser shall not require the Seller/Contractor to submit any proof in this regard, yet will not entertain any claims against any loss/damage to the system/goods at the site awaiting Installation/Acceptance.

16.0 LIQUIDATED DAMAGES : The parties hereto agree that timely delivery is the essence of the order/contract. If the Seller/Contractor fails to complete the projects 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 goods. However, if accepted, liquidated Damages at the rate of half percent per week of delay or part thereof shall be levied on the value of goods delayed 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.

- 17.0 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.
- 18.0 RISK PURCHASE** : Purchaser shall reserve the right to terminate the order/contract and purchase from elsewhere at the risk and cost of the Seller/Contractor, either the whole or part of the Systems/goods, which the Seller/Contractor has failed to deliver within the stipulated delivery period or if the same were not available, the best and the nearest available substitute(s) thereof. The Seller/Contractor would be liable to compensate the Purchaser for any loss, which the Purchaser may sustain by reason of such purchase.
- 19.0 TERMINATION OF THE ORDER/CONTRACT**
- 19.1** 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.
- 19.2** 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.
- 19.3** Purchaser reserves the right to terminate the order/contract or a portion thereof for the stores not so delivered within the stipulated period, at the risk and cost of the Seller/Contractor and the Seller/Contractor shall be liable to the purchaser for any excess costs thereof.
- 19.4** Seller/Contractor shall continue the performance of the order/contract under all circumstances, to the extent not cancelled.



- 20.0 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 trade marks 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.
- 21.0 SUB-CONTRACTING** : Order/contract or any part thereof shall not be sub-contracted, assigned or otherwise transferred without prior written consent of the purchaser.
- 22.0 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.
- 23.0 JURISDICTION OF COURT** : The jurisdiction to decide any disputes in the Contract shall be at New Delhi under any circumstances.
- 24.0 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.
- 25.0 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 – 201 301, 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.
- 26.0 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.
- 27.0 EARNEST MONEY DEPOSIT (EMD)**
All the bidders shall have to furnish a refundable Earnest Money Deposit (EMD) of Rs. 10,000/- 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.

28.0 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 (excluding the element of taxes and duties)
2. Above 10 lakh: **1 lakh + 7.5 %** of the amount exceeding Rs.10 lakhs. (excluding the element of taxes and duties)

;

EMD of the successful bidder can be converted and adjusted against the security deposit. The deposit shall be refunded after the expiry of the contract. The security deposit shall not carry any interest.

29.0 ARBITRATION

- 29.1** 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 New Delhi, India.

- 29.2** In case of order/contract on Public Sector Enterprises (PSE), the following clause shall be applicable :

"In the event of any dispute or difference relating to the interpretation and application of the provisions of the order/contract, such dispute or difference shall be referred by either party to the arbitration of one of the arbitrators in the department of public enterprises. The Arbitration Act, 1996 shall not be applicable to the arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law secretary, Deptt. of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will bear equally, the cost of arbitration as intimated by the arbitrator.

30.0 SETTLEMENT OF DISPUTES

- 30.1** 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.
- 30.2** 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.
- 30.3** However, the Seller/Contractor shall continue to perform the Order/Contract, pending settlement of dispute(s).

**TECHNICAL SPECIFICATIONS FOR DATA RETRIEVAL FROM CRASHED HARD DISKS OF
PCs / WORKSTATIONS IN PEM**

SPECIFICATION NUMBER : PE888S-1103 REV. 00

1.0 REQUIREMENT

BHEL-PEM at PPEI building, Sector 16A, NOIDA wants to enter into a rate contract for data retrieval from hard disks from PCs / Workstations that have crashed due to various reasons. The PCs / Workstations / Laptops shall have at the most 80GB of data.

2.0 DURATION OF THE CONTRACT

The rate contract shall be for a period of 2 years. It may be assumed that 45 nos. hard disks shall be sent for data retrieval every year. However, BHEL-PEM does not guarantee the volume of work to be awarded during a year. Unit charge i.e. the charge quoted for data retrieval from one hard disk shall be used for bid comparison.

3.0 SCOPE OF THE VENDOR

It is understood that the vendor does not guarantee data retrieval from any hard disk. However, the vendor shall make every possible effort to retrieve data from each hard disk.

The vendor shall get the hard disk collected from the BHEL-PEM office at Sector 16A, NOIDA.

The vendor shall recover the data from the hard disk and bring the data (on CDs / DVDs / HDDs) along with the crashed hard disk to BHEL office at NOIDA.

The data shall be transferred to the PCs / Workstations. If the retrieved data is brought by the vendor on CDs or DVDs, the same shall become the property of BHEL. However, if the retrieved data is brought on HDD(s), the same shall be returned to the vendor after the data is transferred to BHEL PCs / Workstations. The crashed hard disk shall remain with BHEL.

4.0 PAYMENT TO THE VENDOR

100% payment shall be made to the vendor after the user certifies that more than three-fourths of the data has been recovered.

However, 50% payment shall be made to the vendor in case not more than quarter of the data could be recovered from the hard disk in spite of the best efforts of the vendor to compensate the vendor for the effort put in for collection and delivery of the crashed hard disk and the attempts for retrieval of the data.

Proportionate deduction shall be made from the payment in case the data recovered is between one-fourths and three-fourths of the total data.

5.0 TERMINATION OF THE CONTRACT

In case, the vendor fails to recover more than quarter of the data in case of three consecutive crashed hard disks, BHEL reserves the right to terminate the contract.

6.0 NON-DISCLOSURE AGREEMENT

BHEL-PEM is a ISO: 27001 certified organization and the successful bidder shall have to sign a Non-Disclosure agreement in the format to be furnished along with the PO.

7.0 EXPERIENCE

Firm should have successfully carried out retrieval of data from minimum 72 hard disks of minimum 80 GB capacity during last two years ending last day of month previous to the one in which enquiry is invited.



Check List

S. N.	Required Document	If Submitted then Tick (√)
1	Experience certificates of last two years	
2	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.	
3	Copy of sale tax registration / service tax registration.	
4	Copy of PAN card.	
5	EMD (DD/Pay Order) amount	



ANNEXURE - 'B'

Details of Party

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.	

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.



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. I / We have enclosed the following documents with the tender document in technical bid. :-

1. Experience certificates of last two years.
2. 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.
3. Copy of PAN card.
4. EMD Money.



PRICE FORMAT

S.No.	Description	Qty (No.)	Unit Price (Rs.)	Applicable Taxes & Duties (Rs.)	Total Price (Rs.)
1	Charges for Data Recovery from crashed hard disk as per Technical Specification no. PE888S-1103 REV.00 enclosed.	1		Rate =	