



ಭಾರತ್ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಲಿಮಿಟೆಡ್
भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Limited

(A Government of India Undertaking)

ELECTRONICS DIVISION

**P.B.No 2606, Mysore Road,
Bangalore - 560 026**

An ISO9001,ISO14001 & OHSAS 18001 Company

Ref:EDN/515/1415/ARBCS

Date: 11/09/2014

Subject:NIT EDN/515/1415/ARBCS DATED 18.08.2014.-Addendum/Corrigendum -reg.

1. Page No 1 Clause 6- The last date and time for the submission of duly filled in tender document is extended to **19.09.2014 at 1 PM.**
2. Page No 1 Clause 8- Date and time for tender opening is extended to **19.09.2014 at 1.30 PM**

The following clarifications are added to the NIT as an '**Addendum**'

Q1) The tender is for 7 years lease rental whereas the price format given is for outright purchase. Pl clarify and provide suitable price format.

Ans1. **Bidders have to quote both for equipment cost as per price bid format (presuming outright purchase) & also for leasing options of the equipment.**

L1 will be decided based on total prices quoted for cost of equipment presuming outright purchase only.

L1 party will be invited for further discussions regarding leasing options of the equipment.

Q2) Consumable items like smart card, cabling job shall be made outright purchase.

Ans2: Smart Cards shall be made outright purchase but cables (networking) will be part of leasing. Prices to be quoted as lumpsum (Refer Page No5 of the tender document)

Q3) Being MSME and NSIC registered firm we are eligible for EMD exemption.Kindly confirm.

Ans3. Micro and Small scale enterprises and NSIC registered are eligible for EMD exemption. Medium scale industries are not eligible for EMD exemption.

Q4) The tripod turnstile spec's are for manual push type whereas it is given as Automatic / Hydraulic type (sp-01, sl no-2). Pl change to manual push type.

Ans4: Vendors may quote for available options with them

Q5) Commercial terms (payment, delivery etc) are not available in tender. Pl clarify.

Ans5. Please refer to Page No2 onwards of this document for other general terms and conditions.

TERMS & CONDITIONS

1.1 SCOPE: The scope of supply consists of design, supply, installation & commissioning of an access control system for Electronics Division, a unit of BHEL, located at Mysore Road, Bangalore. The Enrollment of the Employees will be done at Electronics Division, a unit of BHEL, located at Mysore Road, Bangalore

1.2. Note : The vendor shall ensure that the solution offered by him is complete and works in the way desired by BHEL as described in the enquiry.

1.3. ORDER ACKNOWLEDGMENT

Letter of acceptance of the Order / Contract is to be submitted within one week.

1.4. PERIOD OF CONTRACT :

The period of contract is for SEVEN YEARS on Finance lease (Rental and Maintenance Charges).

1.5. PERFORMANCE BANK GUARANTEE:

The vendor should furnish a bank Guarantee from an Indian Bank approved by BHEL, at no extra cost in a pro-forma prescribed by BHEL for an amount equivalent to 10% (Ten percent) of the value of the contract. The PBG shall be valid for throughout the contract period of SEVEN years. If PBG is issued by a Foreign counter part of the BHEL consortium Indian Bank, in case of claim against the PBG, it will be lodged in any one of the Indian counters of the foreign bank's COUNTER PART of BHEL's consortium Indian Bank.

1.6. SUPPLY CONDITION:

All equipment supplied and installed shall be NEW and conforming to the contract technical Specifications. The certificate of newness is to be furnished.

1.7. INSPECTION:

Ordered items shall be offered for pre-dispatch inspection before shipment. BHEL reserves the right to exercise the option to inspect the components on receipt at BHEL or give dispatch clearance based on vendor's inspection and other reports.

1.8. DELIVERY & INSTALLATION

- a) The OEM shall be responsible for timely delivery, installation and commissioning of all the hardware/software given in the scope of supply at BHEL's premises.
- b) Delivery period shall start from the date of placement of this order.
- c) Delivery Period : 6 weeks from the date of order
- d) Installation Period : 4 weeks from receipt date of total supply.
- e) Items shall be delivered at stores EDN.

1.9. PENALTY FOR LATE DELIVERY

For the delay in delivery, penalty shall be levied at the rate of 0.5% per week subject to maximum of 5% of the total lease rent for the entire lease period for the equipment(s) not delivered in time as per delivery schedule. The penalty will be deducted from the first quarter rental charges, balance will be adjusted from the subsequent quarters.

1.10. PENALTY FOR LATE INSTALLATION

For the delay in installation owing to the reasons attributable to the vendor, penalty shall be levied at the rate of 0.5% of the total lease rent per week subject to maximum of 5% of the total lease rent for the entire lease period. The penalty will be deducted from the first quarter rental charges, balance will be adjusted from the subsequent quarters.

1.11. PAYMENT TERM

The lease will commence from the date of successful completion of installation & acceptance by BHEL (calendar quarterly basis). An installation certificate will be issued by BHEL after completing the Acceptance Test Procedure (ATP) terms. Thereafter, the payment of Finance Lease (Rental and Maintenance Charges) contract charges will be made on quarterly basis after completion of each quarter and submission of invoice(s) in triplicate. Uniform rental rate will be paid in all quarters except in first and last quarter if they are not calendar quarters. Payment will be through Electronic Fund Transfer (EFT) only. Details regarding bank account shall be provided in BHEL's standard format.

Invoices shall be submitted as follows:

Equipment leasing to be billed by (Financing Agency)

Maintenance charges to be billed by Vendor.

Wherever, Service Tax is applicable

1. The vendor shall furnish the service Tax Registration Number.
2. If the vendor is not having Service Tax Registration Number, he shall submit an undertaking to the effect that
 - a. he shall register with Service Tax Authorities and furnish the Registration Number before Commencement of work.OR
 - b. his turnover value is below the threshold limit prescribed by the Service Tax Act and in case he is awarded the contract, whenever his turnover crosses the threshold limit at any time during the execution of the contract, he shall forthwith register with Service Tax Authorities and furnish the Registration Number to BHEL. (This sub-clause is NOT applicable where the taxable turnover of the present tender is above the prescribed threshold limit).
3. The above clauses apply even where the price quoted is "inclusive of taxes".
4. If the Service Tax Registration Number is not furnished to BHEL before the first bill is submitted (except as provided in clause 2(b) above), the bills will not be passed (even if the price is "inclusive of taxes").
5. In case of contracts involving multiple bills, every bill (commencing with the 2nd bill) shall be accompanied with a declaration that the contractor has discharged his tax liability on the earlier bill (i) by paying the money to the Government (along with Challan details) or (ii) by utilization of input Service Tax Credit available with him or (iii) being exempt as his turnover continues to be below the threshold limit. In the absence of such a declaration, the bill shall not be passed.

1.12. ACCEPTANCE TEST PROCEDURE (ATP)

- a) Complete system supply, installation, migration and testing of system as per requirements and technical specifications must be fulfilled.

- b) Soft copy and 1 sets of hard copies of complete system documentation, technical literature including the technical catalogues, maintenance and service manual, user manual of all the components like the servers, storage, network components , software to be submitted.
- c) Details of configuration, various wiring diagrams, layout, Marking and labelling of switches, all networking components involved, cables, ports, terminations, running instructions etc. to be submitted.(1 set).
- d) Complete lay-out of the network architecture as built of the total system should be submitted by the vendor.
- e) Newness certificate: The Vendor has to submit the newness certificate of all the equipment supplied.
- f) OEM support: The Vendor has to submit the certificate from the Original equipment manufacturer of the all the system components for their direct support.
- g) Certificate: Vendor has to submit certificates as per technical specifications and any other relevant statutory documents.

1.13. WARRANTY & MAINTENANCE:

- a) The warranty and maintenance of equipment shall be undertaken for seven years from the date of acceptance of the total supply.
- b) The warranty and maintenance will be comprehensive with spares and labour. The maintenance will be inclusive of replacement of all defective components during the warranty period.
- c) The maintenance shall include installation / maintenance of all system components and Firmware/software patches. BHEL is entitled to upgrade of all software like management software, virtualization platform etc. released during the warranty period (SEVEN years) and vendor to install & support these updates.
- d) SLA : 24x7 support for hardware including storage and associated software 9x5 onsite support for virtualization.

1.14. Note: If any equipment is down continuously for a month in spite of being serviced, the equipment shall have to be replaced by the Vendor, without any extra charge.

1.15. TRAINING

Training of BHEL user shall be part of the contract. During installation at location the associated BHEL users shall be trained on the configuration and usage.

1.16. INDEMNITY

- a) Vendor shall fully indemnify and keep indemnified the Purchaser/Lessee against all claims which may be made in respect of the use of System, Software etc. by the Vendor/ , for infringement of any rights protected by patent, registration of designs or trademarks and legality of the Software. However the Vendor will have no obligation for any claim of infringement arising from third party products not supplied in the order, modifications and technical information/ instructions advised by purchaser and use of products prohibited by product manuals.
- b) In the event of any such claims being made against the Purchaser/ Lessee, Purchaser/Lessee will inform in writing to the Vendor who shall at his own risk and cost either settle any such dispute or conduct any litigation that may arise there from.

1.17. INSURANCE

Insurance for the complete Systems/Goods shall be arranged by the Vendor at his own risk and cost throughout the period of lease. Purchaser/Lessee, under any circumstances, will not be responsible for any loss/damage/theft of any Systems/goods, due to any reasons, whatsoever. Claim(s) etc., if any, will be dealt with the underwriters directly by the Vendor. The insurance policy shall be assigned to BHEL.

1.18. CONFIDENTIALITY

Vendor shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents, etc. belonging to the Purchaser/Lessee 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. A third party non-disclosure agreement has to be submitted by the Vendor as per the following sample format.

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: ① Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects. ② 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

1.19. 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/Lessee 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.

1.20. RISK PURCHASE

Purchaser/Lessee shall reserve the right to terminate the order/contract and purchase from elsewhere at the risk and cost of the Vendor, either the whole or part of the Systems/goods, which the Vendor 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 Vendor would be liable to compensate the Purchaser/Lessee for any loss, which the Purchaser/Lessee may sustain by reason of such purchase. This clause will be operated only after completion of delivery period.

1.21. ARBITRATION:

All disputes or differences whatsoever which may arise at any time during execution of the Contract shall be mutually settled by BHEL and Vendor as per provision of the Contract. However, in the event such disputes cannot be settled mutually, such disputes shall be settled as per the Arbitration and reconciliation Act, 1996 of the Govt. of India and its subsequent amendments. In case of disputes with the Central PSUs, the same shall be settled at Bangalore as per the Guidelines of the Govt. of India. However, during the period such disputes are settled either by mutual discussions between the parties or by legal means, Vendor shall continue to do the work as per terms & conditions of Contract.

1.22. SUB-CONTRACTING

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

1.23. ADDITIONAL FACILITY REQUIRED IN FUTURE ON EQUIPMENT

In case any additional facility, upgrade etc. is required on the equipment the Vendor shall provide the same at mutually agreed terms. Relocation to new identified place, if required shall be done at no extra cost.

1.24. TERMINAL PAYMENT

BHEL shall have the right to acquire or surrender all the systems at the end of the lease period. In case BHEL decides to acquire the systems, a nominal charge of Re.1.00/-(Re One only) per equipment will be paid as terminal payment. In case of termination or surrender of systems by BHEL at the end of the lease period, Vendor will remove the equipment from Purchaser/Lessee's premises at his own risk and cost after due permission from BHEL.

1.25. LIMITATION OF LIABILITY

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

1.26. SECURITY DEPOSIT:

Security Deposit shall be submitted by the vendor. The rate of Security Deposit will be as below:

- a) Up to Rs. 10 lakhs: 10% Above Rs. 10 lakhs up to Rs.50 lakhs: Rs.1 lakh + 7.5% of the amount exceeding Rs. 10 lakhs. Above Rs. 50 lakhs: Rs 4 lakhs + 5% of the amount exceeding Rs. 50 lakhs. The security Deposit should be submitted before start of the work by the vendor.
- b) Security Deposit may be furnished in any one of the following forms:
 - i. Cash (as permissible under the Income Tax Act).
 - ii. Pay Order, Demand Draft in favour of BHEL.
 - iii. Local cheques of scheduled banks, subject to realization.

- iv. Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Vendor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
 - v. Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
 - vi. Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the vendor, A/C BHEL, duly discharged on the back.
 - vii. Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be submitted before start of the work and the balance 50% may be recovered from the running bills.
 - viii. EMD of the vendor can be converted and adjusted against the security deposit.
 - ix. The security deposit shall not carry any interest. (Note: Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith).
- c) Security deposit shall not be refunded to the vendor except in accordance with the terms of the contract.
 - d) Security deposit will be returned to the vendor after successful execution of the project by the vendor. Security deposit will be forfeited in case the vendor doesn't complete the project successfully.
 - e) The delivery should be completed within 6 weeks from the order.
 - f) Shipping Details – All materials shall be delivered at
Bharat Heavy Electricals Limited
Electronics Division,
Mysore Road, Bangalore – 560026

Contact Person: **Mrs BANAMITRA MISHRA** / Senior Manager (HR)-26998505
Mr K.PARTHIBAN / Add. General Manager (HR)-26998710

Further Corrigendum/clarifications/Addendums (if any) will be published in the websites. You are requested to visit our websites regularly for the same.



CONTRACTOR

FOR BHEL

NOTE: The Tenderer shall return the duly filled in Tender document after affixing signature on all the pages.

ISSUED TO CONTRACTOR: