

Project Engineering
Management

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



REF :	PE-LPE/242
REF. DATE	13/09/2016
DUE DATE	30/09/2016

To,
Open Tender

Dear Madam/Sir,

Subject: 2 YEARS AMC FOR INTRUSION PREVENTION SYSTEM (IBM PROVENTIA GX-5108) FOR BHEL-PEMNOIDA

Please upload your best quotation/offer on <https://bheleps.buyjunction.in> in two parts (part 1: Techno- Commercial bid & part 2: **Price bid- in EXL FORMAT**) before the above mentioned Due Date and time i.e. **30/09/2016 & 10:00AM** .

SCOPE:

SCOPE OF THE VENDOR-AS PER TECHNICAL SPECIFICATION (ENCLOSED)

PAYMENT TERMS

Payment shall be released on a quarterly basis at the end of each quarter. Taxes and duties will be payable on actual basis as per Govt Guidelines prevailing at the time of billing.

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

PART 1: TECHNOCOMMERCIAL ;

PART 2: PRICE BID

Offer to be submitted through **e-tender process** on or before the due date and time i.e. 30/09/2016 & 10:00 AM.

Please sign and stamp and submit all the pages of tender documents along with the bid as a token of acceptance.

Thanking You,

Yours faithfully,
For and on behalf of BHEL

BHEL PEM, Noida

Please reply to: manojkumar@bhelpem.co.in Phone:
Power Project Engineering Institute
HRD & ESI Complex, Plot No 25, Sector 16 A Fax No:
Noida

Regd. Office:
BHEL House Siri
Fort, New Delhi

PRICE FORMAT for Procurement of 2 years AMC FOR INTRUSION PREVENTION SYSTEM (IBM, GX5108)

PRICE FORMAT

S.No.	Item	Quantity	AMC charge for IPS (IBM-PROVENTIA- GX5108) for 1 QUARTER [Rs.]	Service tax for 1 quarter [Rs.]	Total AMC charge for 1 quarter with taxes [Rs.] + D	No of Quarters	Total AMC charge for IPS (IBM-PROVENTIA GX5108) for 2 years [Rs.] E X 8
A	B		C	D	E		F
1	AMC for Intrusion Prevention System (IBM PROVENTIA, GX5108) for two years	1				8	
							Total (in words) =





SUBMISSION OF OFFER

Dated:13/09/2016

From:

M/s -----

To

SDGM (IT)/ Dy. Manager-CMM/ Engineer (IT)

**Bharat Heavy Electricals Limited
Power Sector- Project Engineering Management
PPEI Building, HRDI & ESI Complex
Plot No. 25. Sector-16A
NOIDA – 201301, Uttar Pradesh.**

Subject: -Tender in response to your invitation for “2 years AMC FOR INTRUSION PREVENTION SYSTEM- (IBM MAKE MODEL GX5108) 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 **₹ 20,000/- (Twenty Thousand Only)** is enclosed. Our offer shall remain valid for acceptance for a period of 6 months from due date.

Very Truly Yours,

(Signature of Tenderer with Rubber Stamp)

Full Name: -----

Designation: -----

Signature and Seal of the Bidder



Tender Document
For
“2 years AMC FOR INTRUSION PREVENTION SYSTEM- (IBM MAKE, MODEL GX5108) BHEL-PEM Noida”

Tender Ref. No. : PE-LPE/242
Dated : 13-09-2016
Last Submission date of tender enquiry: - 30-09-2016
Due date for opening of bid on : - 30-09-2016

Contact Persons:

For Technical clarification

1. Mr. Rajiv Hajela, SDGM (IT)
E-mail: rhajela@bhelpem.co.in Telephone: 0120-436-8836
Mob: 9650194196
2. Mr. Sanjay Singh/ Engineer (IT)
E-mail: sanjaysingh@bhelpem.co.in Telephone: 0120-436-8697
Mob: 9899095970

For Commercial clarification

1. Mr. Manoj Kumar, Dy. Manager (CMM)
E-mail: manojkumar@bhelpem.co.in Telephone: 0120-436-8700

Address: Bharat Heavy Electricals Ltd.
Project Engineering Management
PPEI Building, HRDI & ESI Complex
Plot No. 25, Sector 16A
NOIDA – 201 301. Uttar Pradesh (INDIA).

Last date of Submission: 30/09/2016, 10:00AM

Subject: -Tender in response to your invitation for “2 years AMC FOR INTRUSION PREVENTION SYSTEM- (IBM MAKE MODEL GX5108) BHEL-PEM Noida”

Dear Sirs,

Signature and Seal of the Bidder



We are pleased to invite your tenders for the subject service. Instructions to bidders & the terms & conditions of the tender are mentioned below:-

Annexure-1

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. "Average Annual financial turnover during the last 3 years ending 31 March of the previous financial year should be at least Rs.1,89,750"

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

Tenders shall be accepted in 2 parts [Techno-commercial bid & Price bid] on or before the due date indicated in the Enquiry letter, by **10:00 AM** through m-junction's e-procurement system.

3.1 E-PROCUREMENT

The offer shall be submitted by the vendor through e-procurement system. The vendor to upload the offer on <https://bheleps.buyjunction.in>

Contact person in case of problem in uploading the tender :

1. Helpdesk no. 033-66011717 ,
2. Mr Arjit Das, 09163348286,
3. Ms Rimi Ghosh, Mob No. 09650044156]

3.2 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.

3.3 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).

4.0 BID OPENING

4.1 The offers may be opened on the due date and time as specified in the Enquiry Letter.



5.0 VALIDITY OF OFFER

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

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

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

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

9.0 LANGUAGE & CORRECTIONS

9.1 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.

9.2 All entries in the tender shall either be typed or written legibly in ink. Erasure 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.

10.0 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.

11.0 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.

12.0 Manufacturer's name, trade Mark or Patent No., if any, should be specified.

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

Vendor to start AMC within 7 days of PO date. AMC start date shall be the date of signing of protocol in this regard between BHEL/PEM-IT & the vendor.

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

16.1.1 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.

16.1.2 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.



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

16.1.4 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 EMD:

The bidder shall have to furnish a refundable Earnest Money Deposit (EMD) of Rs.20,000/- along with the bid in cash/Pay Order or in the form of a Demand Draft/ in favor of "BHEL" payable at New Delhi.

EMD by the Tenderer will be forfeited as per Tender Documents if:

After opening the tender, the tenderer revokes his tender within the validity period

or increases his earlier quoted rates.

The Tenderer does not commence the work within the period as per LOI/ Contract. In case the LOI contract is silent in this regard then 15 days after award of contract.



Bidder to provide cancelled cheque or EFT details (in the format attached with the tender documents).

21.0 SECURITY DEPOSIT: Successful bidder 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(including the element of taxes and duties) .
2. Above 10 lakhs: 1 lakh + 7.5 % of the amount exceeding Rs.10 lakhs. (including the element of taxes and duties).
3. Above Rs.50 lakhs: Rs.4 lakhs + 5% of the amount exceeding Rs.50 lakhs. (including the element of taxes and duties).

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 be forfeited in case of breach/non-fulfilment of stipulations 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**:

Payment shall be released on a quarterly basis at the end of each quarter.
Taxes and duties will be payable on actual basis as per Govt Guidelines prevailing 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**: Vendor to start AMC within 7 days of PO date. AMC start date shall be the date of signing of protocol in this regard between BHEL/PEM-IT & the vendor.
- 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/services. If the Seller/Contractor fails to provide the AMC services 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 shall be levied on the value of AMC services 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.

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 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.

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 for processing.
- 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 10 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 Earnest Money Deposit (EMD)**
- All the bidders shall have to furnish a refundable Earnest Money Deposit (EMD) of Rs 20,000/- 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.

EMD by the Tenderer will be forfeited as per Tender Documents if:



After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.

The Tenderer does not commence the work within the period as per LOI/ Contract. In case the LOI/ contract is silent in this regard then 15 days after award of contract.

EMD given by all unsuccessful tenderers shall be refunded normally within 15 days of acceptance of award of work by the successful tenderer.

27.0 Security Deposit

Successful bidder 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:

Up to 10 lakhs: 10% of the contract value(excluding the element of taxes and duties)

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

Above 50 lakh: 4 lakhs + 5 % of the amount exceeding Rs.50 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.



Check List for bidder

S. N.	Required Document	If Submitted then Tick (√)
1	OEM authorized partner/dealer letter	
2	Customers POs/ WOs copies for similar work	
3	Completion certificate for above POs/ WOs for similar work	
4	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.	
5	Copy of sale tax registration / service tax registration.	
6	Copy of PAN card.	
7	EMD (DD/Pay Order) amount of Rs.40,000/-	
8	EFT DETAILS OR CANCELLED CHEQUE	
9	No Deviation certificate	
10	Declaration Certificate	
11	Un price Bid [quoted with "Q"]	



EXECUTED ORDER DETAILS

P.O./W.O. No. & Date (copy(s) to be enclosed	
Completion certificate by the customers for above POs/WOs	
Name of the company/customer(s)(where similar similar services provided)	
Complete postal address of the customer	
Year of AMC services provided to customer	
Name and designation of the contact person of the customer	
Phone, FAX No. and Email address of the contact person of the customer	
Certificate from the customer regarding satisfactory performance of the device	

Signature with Seal

Signature and Seal of the Bidder



EMD DETAILS

EMD AMOUNT	Cheque/DD No.	Bank	Dated
Rs.20,000/-			

Handwritten signature



Details of Party

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



BIDDER'S COMPANY LETTER HEAD

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.

Signature and Seal of the Bidder



BIDDER'S COMPANY LETTER HEAD

Handwritten signature

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. 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. Copy of PAN card.
3. EMD Money.
4. Customers POs/ WOs copies and completion certificate



EFT DETAILS

Name of the party

Name of the Bank

Address Of the Bank

Party's A/c no

Type of A/c

IFSC CODE

**Vendor's E-MAIL
ADDRESS**

Authorised Signatory

Seal

**THE ABOVE DETAILS ARE TO BE SUBMITTED IN ORIGINAL, ON THE COMPANY'S
LETTERHEAD DULY ATTESTED BY YOUR BANKERS.**

Signature and Seal of the Bidder

TECHNICAL SPECIFICATIONS FOR AMC OF INTRUSION PREVENTION SYSTEM

21

1.0 REQUIREMENT

BHEL-PEM requires maintenance over two years of Intrusion Prevention System of Model Number – **IBM PROVENTIA GX5108** at their building at HRDI & ESI Complex, Plot No- 25, Sector 16A, Noida as per specifications stipulated here under.

2.0 SCOPE

The scope of services shall include rectification of all faults including replacement of all defective / worn-out parts of the equipment or the whole of the equipment. Parts replaced shall be either of the same make and model / specifications or equivalent and newness certificate of parts shall also be produced by successful bidder. IPS is currently in working condition and is out of AMC support since 16/08/2015. Bidders may (if so wish) visit the site for complete appraisal and assessment of site requirement.

Appointments for site visits may be taken from the following:

Shri Sanjay Singh
Engineer (IT)
BHEL-PEM
First Floor, PPEI Building
HRDI & ESI Complex
Plot No. 25, Sector 16A
NOIDA – 201301.
Phone: 0120-4368697
Fax: 0120-4329026
Mobile: +91 9899095970
E-mail: sanjaysingh@bhelpem.co.in

- 2.1 BHEL-PEM has obtained ISO27001:2013 certification for its Information Security Management System. Bidders have to give an undertaking that they shall abide by the policies, guidelines and standards (as applicable) that pertain to third parties having access to PEM's information resources.

3.0 MAINTENANCE PROCEDURE

Maintenance Procedure to be followed during period(s) of maintenance contract shall be as follows:

- 3.1 Vendor will ensure a minimum availability of 99% of the total available time on 8 hours per day basis, for the equipment. Availability of the equipment shall be calculated on quarterly basis. If the equipment is not operating to its full specifications, it shall be treated as down for the purpose of computation of its availability. For any equipment which is available for less than 99% during any quarter, deductions shall be made from its charges payable for that quarter.

Handwritten signature

However, downtime shall not be counted for problems because of the equipment (H/W & S/W) from sources other than the vendor.

- 3.1.1 Scope of maintenance during the period(s) of maintenance contract shall be as follows :
- 3.1.2 Preventive maintenance shall be furnished once every quarter. Preventive maintenance schedule shall be furnished by the vendor and strictly followed.
- 3.1.3 The scope of all corrective and preventive maintenance services shall include replacement of all defective / worn-out parts of the equipment or the whole of the item / equipment.

4.2 COMPUTATION OF AVAILABILITY

The availability (%) for any equipment during a given period or during ATP shall be calculated as follows:

$$\frac{\text{Total working hours} - \text{Total down time in hours}}{\text{Total working hours}} \times 100$$

Total working hours = Total no. of BHEL working days during the period under consideration X 8.

Down time = Difference in hours between time of fault rectification and time of reporting of fault. Down time is considered only during BHEL working days from 9 AM to 5:30 PM excluding the lunch interval from 1 PM to 1:30 PM.

Total down time = Cumulative down time for an equipment during the period under consideration.

4.3 DEDUCTIONS

- 4.3.1. If availability of any equipment during any quarter is less than 99%, deductions to be made from its charges payable for that quarter shall be as per following formula:

$$\text{DEDUCTION} = \frac{C \times (100 - A)}{100}$$

Where C = Quarterly charges payable for the equipment under consideration

A = Percentage availability of the equipment during the quarter under consideration

- 4.3.2. If a problem reported for any equipment is not resolved within 15 BHEL working days of reporting the problem, deductions shall be two times and if it is not

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resolved within 30 BHEL working days of reporting the problem, deductions shall be three times the normal leviabale deductions as above.

4.3.3. However, total of all such deductions in a quarter shall be limited to the total charges payable during the quarter towards the entire system / equipment under the contract.

4.3.4. The vendor, however, shall maintain sufficient inventory for maintenance and take all possible measures to achieve minimum down time. A list of all items to be maintained as part of the inventory for this contract shall be submitted by the successful bidder before the start of AMC.

5.0 **TRAINING**

Though no formal training shall be provided for in the contract, the vendor shall impart enough knowledge to the BHEL personnel that is required for routine operation of the equipment supplied, whenever necessary.

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TECHNICAL POR FOR IPS TENDER

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

1. The bidder should be an OEM of Intrusion Prevention System (**Model Number - IBM PROVENTIA GX5108**).
Or
The bidder should be a Subsidiary/Authorized dealer/Channel Partner of the OEM as above as on the date of opening of Techno-commercial proposal and continue to be so as on the date of placement of order. The bidder should be duly authorsied by the OEM to quote for this tender.
2. During the past 7 years, at least **one** purchase order for similar work of customer and its satisfactory execution is to be enclosed.

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