



## Bharat Heavy Electricals Limited

Electronics Division

Mysore Road, Bangalore – 560 026

Tender Ref : BHEL/EDN/EMAIL/AMC/2016

### **NOTICE INVITING TENDER**

1. Tender Reference & Date : BHEL/EDN/EMAIL/AMC/2016 dated 08/07/2016
2. Name of the work : AMC for Email & Linux File storage Servers
3. Duration of Contract : **One Year**
4. Earnest money deposit : Rs.10,000 (Rs. Ten Thousand only)
5. Last date and time for the receipt of completed tender : **25-07-2016 by 13.00 hours-**
6. Date and time for tender opening : At 13:30 hrs. on 25-07-2016
7. Place of submission of completed tender : To be dropped in the **IT&S (Box No. 2)**  
Tender Box kept in the Reception Area at BHEL,  
Electronics Division, Mysore Road, Bangalore – 560 026.
8. This tender document contains Instructions to bidders, Scope of work, Price schedule etc. as follows.
  1. Scope of work and Instructions & Guidelines to bidders - Annexure I
  2. General Terms and Conditions- Annexure II
  3. Commercial Terms & Conditions – Annexure III
  4. Techno-Commercial Terms Compliance format – Annexure IV
  5. Price Bid format - Annexure V
  6. EFT Format – Annexure VI
  7. Non-disclosure Agreement – Annexure VII

For Bharat Heavy Electricals Ltd.,

**(N.Sriramaraju)**  
Dy.Manager / IT&S  
Phone: 080-26998800



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## Annexure - I

### 1. SCOPE OF WORK:

#### 1.1 MAINTENANCE

**Maintenance services shall cover but not limited to:**

- 1 Regular monitoring of the server logs and do action based on the logs reporting.
- 2 Co-ordinate with maintenance staff for any action required by them.
- 3 At least 1 qualified and experienced service engineer as approved by BHEL shall be stationed in BHEL for providing the desired levels of service. The engineer shall be subjected to approval by BHEL/EDN before placement.
- 4 Providing the said services during BHEL office hours viz., 7:30 am to 4.30 pm. (Mon to Fri)  
7:30 am to 12:30 pm (Sat)

The following Servers at both Primary and Secondary sites needs to be maintained:

- Enterprise Mail system (bheledn.co.in) - 3 Servers
- File Storage Server - 1 Server

Administration and maintenance tasks (Mail, and File server):

***The following is only indicative and not exhaustive list***

- Monitoring availability of various services
- Monitor log files for error conditions and log file rotation
- Monitor mail spools for messages for which have been delayed or deferred
- Updating of system blacklist with spam and virus sources
- Monitoring mailbox quota utilization
- Monitoring of disk space utilization & recovering disk space from quarantine, spools, archived logs
- Purging Trash and Junk mails for users
- Monitoring performance parameters like load average, memory utilization, concurrent logins
- Tuning of configuration parameters to meet temporary spikes in load
- Monitoring for any illegal attempts to login to the server, crack administrator passwords
- Managing data backup and restoring user data from backup
- Managing Antivirus made available for the mail server
- Managing permissions and ACLs for shared folders
- Managing users and groups

#### 1.2. Minimum Qualification Requirements of the bidders:

- a) The bidder should have office in Bangalore installed with land line/mobile telephone,
- b) The bidder should have executed similar contract in the past. (provide documentary proof)



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c) The bidder should have PAN and Service Tax registration number

### **2. INSTRUCTIONS & GUIDELINES TO BIDDERS:**

#### **2.1. DEFINITIONS:**

- a) **BIDDER:** Bidder means the entity offering for this tender.
- b) **VENDOR:** The successful bidder who will be providing the software and maintaining the same through out the contract period.
- c) **OEM:** OEM means Original Equipment Manufacturer whose Software is being offered by the bidder for this tender.

#### **2.2. BIDDER TO INFORM HIMSELF FULLY:**

- a) The bidder shall closely peruse all the clauses, specifications and requirements etc., indicated in the tender documents, before quoting. Should the bidder have any doubt about the meaning of any portion of the tender specifications or find discrepancies or omissions in the specifications or if the tender documents are found to be incomplete or require clarifications on any of the technical aspects, scope of work etc. he shall at once contact the official inviting the tenders, for clarifications, before submission of the tender.
- b) Bidders are advised to study all the tender documents carefully. Any submission of tender by the bidder 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.

#### **2.3. EXPECTATIONS FROM BIDDER**

Bidder is required to give a total solution & services as per specifications enclosed. The Bidder is fully responsible for the services and the total solution.



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### 2.4. Wherever, Service Tax is applicable

1. The Tenderers shall furnish the service Tax Registration Number in their offer
2. If the Tenderer is not having Service Tax Registration Number, he shall submit an undertaking to the effect that
  - a. in case he is awarded the contract, 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. Any offer not complying with the above clauses is liable to be rejected.
4. The above clauses apply even where the price quoted is “inclusive of taxes”.
5. 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”).
6. 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.
7. In case of contracts involving a single bill, the bill shall be accompanied with an undertaking that the contractor shall discharge his tax liability on that bill as per law.



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## ANNEXURE – II

### 1. GENERAL TERMS AND CONDITIONS

#### 1.1. SUBMISSION & OPENING OF BIDS

The offer shall be submitted in **Two** parts as follows in separate sealed envelopes.

#### 1.2. PART-I : EMD & TECHNO-COMMERCIAL BID

This part shall consist of the following:

- a) EMD in the form of Pay Order/ Bank Draft in favour of “Bharat Heavy Electricals Limited” payable at Bangalore. In the absence of submission of EMD, the offer is liable for rejection. The Earnest Money will be refunded to the bidders after finalization of the award of work.
- b) Technical offer/ details including literature/leaflets. The bidder can offer only as per technical specifications.
- c) Technical Compliance Statement as per enclosed format only.
- d) Commercial terms compliance statement as per enclosed format only.
- e) Unpriced copy of price bid as per enclosed format only.

1.3. BHEL reserves the right to accept or reject the technical offer. Price bids of only techno-commercially short listed bidders will be opened. **The technical & commercial bid should not include prices.**

#### 1.4. PART-II: PRICE BID

- a) Price bid containing PRICES only is to be submitted (in the enclosed Price Schedule format only). Prices shall be quoted in Indian Rupees only. Bidder has to give details of applicable Duties and Taxes.
- b) **Price Bid should not contain any technical details and/or Commercial Terms & Conditions** 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).

1.5. **MARKING ON ENVELOPE:** Part-I and Part-II offers shall be submitted in two separate envelopes with bidder’s distinctive SEAL and super-scribed as follows.

**PART – I: 1. TENDER ENQUIRY NUMBER AND ITEM DESCRIPTION  
2. DUE DATE OF OPENING “TECHNO-COMMERCIAL BID”**

**PART – II: 1. TENDER ENQUIRY REF NUMBER AND ITEM DESCRIPTION  
2. DUE DATE OF OPENING “PRICE BID”**



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- 1.6. Tenders should be addressed to the **Dy.Manager (IT&S), Electronics Division, Bharat Heavy Electricals Limited, Mysore Road, Bangalore – 560 026**. The full name and address of the bidder, the name of the work and date of opening should be indicated on the cover.
- 1.7. Tenders submitted by post should be sent by “**Registered Post with Acknowledgement Due**”. These should be posted with due consideration for any delay in postal delivery. Tenders received after the due date and time of opening of tenders are liable to be rejected.
- 1.8. If in any case, the date of tender opening falls on Holiday, the tender will be opened on the next working day.

### **2. General Instructions and Guidelines**

- 2.1. The local address of the bidder, the name of the person to whom all the correspondence are to be addressed should be indicated with telephone number and FAX / E-mail address.
- 2.2. Bidder shall fill in all the required particulars in the format provided for this purpose in the tender documents and also sign each and every page of the tender document including the drawings attached there to before submitting tender.
- 2.3. Bidder shall not increase their quoted rates, once the bidder has submitted his quotation and during execution of the entire contract period in case his tender is accepted.
- 2.4. In case, bidder finds discrepancies or omissions in the drawings / specification / details attached to the tender documents or should be in doubt as to their meaning he should at once address to the authority inviting the tender for clarifications. Every endeavor is made to avoid any error which can materially affect the basis of the tender but the successful bidder shall take upon himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
- 2.5. In the event of tender being submitted by a firm the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of Attorney on behalf of the firm concerned.
- 2.6. If after opening of tenders, a bidder revokes his tender or increases his earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the contract/order, the Earnest Money deposited by him will be forfeited and acceptance of his tender withdrawn.
- 2.7. Tenders are liable for rejection, If tender is:
  - a) conditional and unsigned
  - b) containing absurd rates and amounts
  - c) incomplete or otherwise considered defective
  - d) not in accordance with the tender conditions.
  - e) not submitted in the prescribed forms.
  - f) received after due date and time (late offer).



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- 2.8. If the bidder deliberately gives wrong information in his tender, BHEL reserve the right to reject such tenders at any stage. Further the bidder will be liable for any damage caused.
- 2.9. Words imparting the singular number shall also be deemed to include the plural number and vice-versa where the context so requires.
- 2.10. No correspondence shall be entertained from bidders after the opening of Price Bid(s).
- 2.11. Unsolicited revised Price Bids shall not be entertained at any stage of the tendering process and will lead to automatic disqualification of the party's bid.

### **3. RATES**

- 3.1. Rates to be quoted are net F.O.R. destination inclusive of freight, handling and packing charges, transit insurance, installation.
- 3.2. Rates are to be quoted as per Price Bid Format only providing details of prevailing rates of taxes and duties. Bidders, in their own interest, are requested to check up the different tax tariffs. After opening of Price Bid, no request for any change in rates/tariff due to above will be entertained.
- 3.3. Unit rates should be quoted in figures as well as in words in Indian Currency only, i.e. Rupees and Paise with reference to each model.
- 3.4. In quoting their rates, the bidders are advised to take into account all factors including any fluctuations in market rates. No claim for enhanced rates will be entertained on this account after acceptance of the tender or during the currency of the contract.



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### 4. TENDER EVALUATION

#### 4.1. **Stage-I: Evaluation of Technical & Commercial Bid**

- a) Technical and commercial bid of the bidder shall be evaluated for acceptability of Technical offer, technical suitability and acceptance of technical and commercial terms.
- b) During the Technical Evaluation of the bid, clarification and queries requested by BHEL shall be responded to within the reasonable time in order to avoid delay in evaluation of technical bid. Failure to do so may result in rejection of the bid.

#### 4.2. **Stage –II: Evaluation of the Price Bid:**

- a) Technically cleared offers will be considered for price evaluation.
- b) Evaluation of offer will be based on L1 of Net total value with applicable taxes.
- c) Applicable % of taxes& duties should be clearly indicated in price bid format.
- d) ***The contract cannot be split and will be awarded to a single party for the total scope, based on the above evaluation.***
- e) **Discrepancy in Words & Figures - quoted in price bid**

- 4.2.e.1. 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.
- 4.2.e.2. 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
- 4.2.e.3. 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 (4.2.e.1) and (4.2.e.2) above.
- 4.2.e.4. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to 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.



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### **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, BHEL will reject a proposal for award if it determines that the vendor 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 benefits of competition to BHEL. By signing the bid forwarding letter, the bidder represents that for the software it supplies, it is the owner of the intellectual property rights. Willful misrepresentation of these facts shall be considered a fraudulent practice without prejudice to other remedies that BHEL take.



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### **ANNEXURE – III**

#### **1. Commercial Terms & Conditions**

##### **1.1 PERIOD OF CONTRACT :**

The period of contract is for **ONE** year.

##### **1.2 VALIDITY OF OFFER:**

The offer should be valid for 3 months from the date of opening of technical bid.

##### **1.3 STATUTORY REQUIREMENT:**

The tenderer shall comply with all statutory requirements such as PF, ESI/ Medical Insurance/ Death cum Accident Insurance Policy.

##### **1.4 EARNEST MONEY DEPOSIT :**

EMD in the form of Pay Order/ Bank Draft in favour of “Bharat Heavy Electricals Limited” payable at Bangalore. In the absence of submission of EMD, the offer is liable for rejection; however eligible MSE bidders are exempted.

“MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of CA certificate (format enclosed at Annexure-3A where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such document will lead to consideration of their bid as par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required document is not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by Gazetted officer.”

The Earnest Money will be refunded to the bidders after finalization of the award of work.



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### 1.5 SECURITY DEPOSIT :

Security deposit shall be only on total contract value. Security Deposit shall be collected from the successful bidder as per details below:

- 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 shall be deposited before start of the work by the contractor.

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 Contractor 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 contractor, 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 collected before start of the work and the balance 50% may be recovered from the running bills.
- viii) EMD of the successful bidder can be converted and adjusted against the security deposit.
- ix) The security deposit shall not carry any interest.

Note: 1. 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

2. Security Deposit shall not be refunded to the vendor except in accordance with the terms of the contract.



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### **1.6 PAYMENT TERM:**

The payment will be made on quarterly basis after completion of each quarter and submission of invoices.

Payments will be through Electronic Fund Transfer (EFT) only. Details regarding bank account shall be provided in BHEL's standard format which is enclosed at Annexure-VI.

### **1.7 INDEMNITY**

Vendor shall fully indemnify and keep indemnified the Purchaser against all claims which may be made in respect of the use of System/Software/Item(s)/services supplied/rendered 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.

In the event of any such claims being made against the Purchaser, Purchaser 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.

### **1.8 CONFIDENTIALITY**

Vendor 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. A third party non-disclosure agreement has to be submitted by the successful vendor as per the format at Annexure VII.

### **1.9 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.

### **1.10 LIMITATION OF LIABILITY**

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



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### **1.11 TERMINATION OF THE CONTRACT & ITS CONSEQUENCES**

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, or non-performance below 98% continuously for more than 1 month, at the risk and cost of the Vendor.

Vendor shall continue the performance of the order/contract under all circumstances, to the extent not cancelled.

BHEL reserves the rights to cancel the contract in case the services are not found to be satisfactory.

Consequences: As soon as the contract is cancelled / terminated by BHEL, no payment will be payable to the Vendor.

### **1.12 SETTLEMENT OF DISPUTES**

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 Vendor to the Purchaser, whose decision shall be final to the parties hereto.

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.

However, the Vendor shall continue to perform the Order/Contract, pending settlement of dispute(s).

### **1.13 ARBITRATION**

In all cases of disputes emanating from and in references to this agreement the matter shall be referred to the arbitration of the sole arbitration of the Executive Director/ GM of BHEL, Bangalore or any other person (including an employee of BHEL, even though he had to deal with the matter relating to this agreement in any manner) nominated by the said Executive Director /GM to act as sole arbitrator. The arbitration shall be under 'THE ARBITRATION AND CONCILIATION ACT OF 1996' and the rules there under. The arbitrator may from time to times with the consent of the parties enlarge the time for making and publishing the award.

### **1.14 ACCEPTANCE OF ORDER**

Letter of acceptance of the Work order along with Security Deposit is to be submitted within two weeks of receipt of Work Order.



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### **1.15 SPECIAL CONDITIONS OF CONTRACT:**

Vendor shall deploy minimum an employee, who should be qualified for execution of the work awarded to him considering the detailed scope of work given hereunder and he or his authorized representative will be solely entitled to instruct such person about the manner in which the awarded work is to be carried out as per the work instructions, prescribed specifications and as directed by and to the satisfaction of BHEL. The Vendor shall be fully responsible for the work awarded to him and fulfilling various legal and contractual obligations including those mentioned herein.

Vendor shall ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal records. Such employees should possess requisite skill, proficiency, experience etc. to carry out the work.

Vendor shall maintain appropriate records of his employee(s) deployed to carry out the job. Vendor shall provide employment card/identity card with photograph duly verified and attested by the Vendor to his employee deployed to execute the work. Vendor shall also indicate the name of the proprietary/partnership firm/company, place of work, contact number and duration of validity of the card etc. in such identity card.

Vendor will ensure that the job is executed through his employee(s) on his rolls only and under no circumstances the Vendor will deploy any casual employees to carry out the job. Further, the Vendor will be fully responsible for the good conduct of his employee(s) deployed to execute the work. In case of any misconduct/misbehavior by any employee, the Vendor will replace such employee(s) immediately after taking necessary approvals of BHEL.

Vendor will keep a watch on his employee(s) and he will be liable for any pilferage /loss to BHEL due to Acts of omission and commission by his employee(s). Similarly for any liability to pay compensation to outsiders and his employee(s) on account of any act of omission and commission by the employees deployed by the Vendor shall lie exclusively with Vendor.

Vendor shall ensure that all precautions are taken for safety of his employee(s). The Vendor shall be responsible for enforcing all safety regulations as applicable inside the factory, while undertaking the job tendered herewith. The Vendor shall be responsible for enforcing all safety regulations as applicable on his employees and shall strictly ensure wearing of safety equipment as applicable by them inside the factory.

In the event of termination of contract for any reason whatsoever, the Vendor shall withdraw all his employees and his equipment, if any, from the establishment of BHEL.



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The Vendor shall comply with all statutes including but not limited to the provisions of the Factories Act 1948, Child Labour Prohibition Act 1986, Employer's Liability Act, 1938, Industrial Disputes Act 1947, Minimum Wages Act 1948, Payment of Wages Act 1936, Employee's Compensation Act 1923, EPF& MP Act 1952, Payment of Gratuity Act 1972, ESI Act 1948, the Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act 1961, Maternity Benefit Act 1961, Service Tax Rules & other Acts -Central or State and Rules, Regulations and Notifications by the concerned authorities thereto and amendments made thereunder from time to time along with other statutory obligations and relevant labour laws that may be applicable to him in relation to employment of his employee(s). Vendor shall take necessary insurance policy for his employee(s) to cover workmen's compensation and accidental cover as may be applicable.

BHEL will provide materials for repairs wherever applicable and agreeable. However, it will be the responsibility of the Vendor to ensure that materials to be available for repairs.

Vendor shall furnish proper Returns to the concerned statutory authorities wherever applicable and provide a copy of the same to BHEL.

Vendor shall issue wage slips to his employees. In case, the Vendor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities & a claim is made against BHEL for whatsoever reason, the security deposit/other dues/running bills under the contract can be utilized by BHEL to discharge the liability of the Vendor.

Vendor shall indemnify BHEL against all claims and losses if it suffers under various labour laws, statues or any civil or criminal law in connection with employees deployed by him.

The liability for any compensation on account of injury sustained by an Employee of the Vendor will be exclusively that of the Vendor, as BHEL is not the employer for him.

The Vendor shall take, at his own cost the necessary licenses in respect of this work. The expenses in completing the formalities in executing the agreement including execution on stamp paper shall also to be borne by the Vendor.

Vendor shall obtain necessary insurance cover at his own cost to mitigate any risk of accidents, losses, damages etc. including insurance for all the employee(s) employed on the works towards payments for Employee's Compensation in case ESI Act is not applicable to him. The Insurance has to be taken out within 15 days of the issue of PO. Half per cent (0.5%) of the amount shall be deducted from every bill if the Vendor fails to produce a proof of having taken such an insurance to cover his employee(s). Notwithstanding, the Vendor shall be fully responsible for the consequences arising out of such default. BHEL shall not be responsible for any losses, damages to the Vendor or to his employees.



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The Vendor shall be liable to pay all and any sum or sums that may become payable as contribution, compensation, penalty, fine or otherwise, under the provisions of law wherever applicable to or on behalf of any employee(s) employed by the Vendor as may be demanded by any authority empowered under any of the above relevant Act. Any cost incurred by the Management of BHEL in connection with any claim or proceedings under the said Acts or in respect of loss, injury or improper performance of this contract by the Vendor, his employee(s), servant and any money which may become payable to the management of BHEL as aforesaid shall be deemed to be deducted by the management of BHEL from any money due or accruing to the Vendor by the management of BHEL or may be recovered by the management of BHEL from the Vendor in the other manner.

The management of BHEL shall be at liberty to terminate the contract by issuing a month's notice to the Vendor without assigning any reason what so ever. As regards unsatisfactory performance as stated elsewhere in the contract or non-compliance with any of the terms & conditions of the contract by the Vendor, the management of the BHEL shall have the right to terminate the contract forthwith without notice & rearrange the balance work through other agencies at the risk & cost of the Vendor and under such circumstances, the security deposit paid by the Vendor shall stand forfeited.

If the management of BHEL engages any other Vendor or itself complete any part or whole of the work under this contract for any period due to failure of the Vendor to perform the work, the Vendor shall reimburse BHEL, the extra cost involved on this account. The extra cost of engaging such Vendor/ or Engineer by BHEL will be computed taking relevant factors into consideration, for recovery from the Vendor.

Without prejudice to any rights or remedies hereunder, if the Vendor dies, becomes insolvent or is wound up, BHEL shall have the right to terminate this contract without any liability whatsoever.



# Bharat Heavy Electricals Limited

Electronics Division

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## ANNEXURE IV

### Format for Technical & Commercial terms

Sl. No.	Description	Agreed YES / NO	Remarks if any
1	<b>Scope of Work:</b> Whether the bidder has understood the scope work as indicated in the tender- Annexure I. (If there is any clarification required, the same may be got cleared from the Executive in charge before submitting the offer)		
2	<b>Period of Contract</b> as per clause 1.1 of Annexure III		
3	<b>Validity of the Offer:</b> Whether the bidder agrees that offer will be valid for 3 months from the date of opening of technical bid.		
4	<b>Earnest Money Deposit:</b> Whether the bidder has submitted EMD along with this offer as per clause 1.4 of Annexure III.		
5	<b>Security Deposit</b> Whether the bidder agrees to submit security deposit (if the contract is awarded) as per clause 1.5 of Annexure III		
6	Whether the bidder agrees to comply with all statutory requirements such as PF, ESI/ Medical Insurance/ Death cum Accident Insurance Policy.		
7	Whether the bidder agrees to the payment terms as per clause 1.6 of Annexure III		
8	<b>Confidentiality:</b> Whether the bidder has agreed to maintain confidentiality as per Clause 1.8 of Annexure –III. Bidder shall execute a third party non-disclosure agreement as per the sample format, in case of award of order.		
9	Whether the bidder agrees to the Termination of the contract as per clause 1.11 of Annexure III		



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## ANNEXURE V

### PRICE BID FORMAT

Item Description	Value Rs. (in Figure)	Value Rs. (in Words)
AMC for Email, & Linux File storage Servers with a full time service engineer for a period of ONE year as per scope of work		
Applicable taxes (mention percentage)		
Total value Rs.		

Date :

Signature :

**Note :** Unpriced price bid format shall be submitted along with techno-commercial bid.



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## ANNEXURE VI

### Electronic Funds Transfer (EFT) OR Paylink Direct Credit Form

Please Fill up the form in **CAPITAL LETTERS** only.

TYPE OF REQUEST(Tick one): \_\_\_\_\_ CREATE \_\_\_\_\_ CHANGE

BHEL Vendor / Supplier Code:

Company Name :

Permanent Account Number(PAN):

Address:

City:

PINCODE

STATE

Contact Person(s)

Telephone No:

Fax No:

e-mail id:

1 Bank Name:

2 Bank Address:

3 Bank Telephone No:

4 Bank Account No:

5 Account Type: Savings/Cash Credit

6 9 Digit Code Number of Bank and branch  
appearing on MICR cheque issued by Bank

7 Bank swift Code(applicable for EFT only)

8 Bank IFSC code(applicable for RTGS)

9 Bank IFSC code(applicable for NEFT)

- A I hereby certify that the particulars given above are true, correct and complete and that I, as a representative for the above named Company, hereby authorise BHEL, EDN, Bangalore to electronically deposit payments to the designated bank account.
- B If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL / transferring Bank responsible.
- C This authority remains in full force until BHEL, EDN, Bangalore receives written notification requesting a change or cancellation.
- D I have read the contents of the covering letter and agree to discharge the responsibility expected of me as a participant under ECS / EFT.

Date:

Authorised Signatory:

Designation:

Company Seal

Telephone NO. with STD Code

#### Bank Certificate

We certify that \_\_\_\_\_ has an Account No \_\_\_\_\_ with us and we confirm that the bank details given above are correct as per our records.

Date:

(.....)

Place:

Signature

**Please return completed form along with a blank cancelled cheque or photocopy thereof to:**



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Bharath Heavy Electricals Ltd,  
Electronics Division, Mysore Road,  
BANGALORE - 560 026

In case of any Query, please call : 080-26998xxx / 2674xxxx or fax no. 080-2674xxxx

### ANNEXURE – VII NON DISCLOSURE AGREEMENT

....., on behalf of .....(name of the Vendor),  
.....(Address), (hereinafter vendor)  
acknowledge that the information received or generated, directly or indirectly, while working with Bharat Heavy Electricals Ltd (BHEL) on contract for AMC for Email, and Linux File Servers (Contract) is confidential and that the nature of the business of BHEL is such that the following conditions are reasonable, and therefore execute this agreement in favour of BHEL:

We warrant and agree as follows:

1. The vendor hereby declare and acknowledge the fact that in the performance of contract with BHEL, the Vendor or any other personnel employed or engaged directly or indirectly by vendor will be exposed to various Confidential Information of BHEL i.e. information or material that is valuable to Company and not generally known or readily ascertainable or not intended to be known in the industry and other Institutions and further that vendor or any other personnel employed or engaged directly or indirectly by vendor shall disclose directly or indirectly any information or part of such information of BHEL. Without restricting the generality of the foregoing the Confidential Information aforesaid includes, but not limited to:
  - (a) Technical information concerning BHEL's, services and offerings, domestic and international operating model/s, contacts in various countries, correspondence and other such information including but not limited to BHEL's methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs / data / configuration and research projects etc. not available in the public domain;
  - (b) Information concerning BHEL's business, including but not limited to its contracts with various concerns, project schedules, pricing data, estimates, financial or marketing data, consortium partners, collaborators, JVs, cost information, profits, sales information, accounting and unpublished financial information, business plans, markets and marketing methods, customer lists and customer information, purchasing techniques, supplier lists and supplier information and advertising strategies;
  - (c) Information concerning BHEL's employees, including their personal data, salaries, strengths, weaknesses and skills;
  - (d) information submitted by BHEL's customers, suppliers, employees, consultants or co - venture partners with BHEL for study, evaluation or use;
  - (e) Information of Quality systems, procedures and manuals and any other particulars developed exclusively at and for the BHEL or by its Consultants and



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(f) Any other information not generally known to the public which, if misused or disclosed, could reasonably be expected to adversely affect BHEL's interests.

2. The Vendor further covenants with the BHEL that the unauthorized disclosure or use of such Confidential Information by Vendor contrary to the agreement herein would cause irreparable harm and significant injury to the BHEL, the degree of which may be difficult to ascertain. Accordingly, the Vendor agrees that BHEL will have the right to withhold any benefits which may accrue for the Vendor from the contract(s) offered or assigned or awarded to him by the BHEL and take any necessary action for protection of such confidential information or for compensating losses that may be suffered due to such contravention of this agreement by the Vendor.
3. Further the Vendor agrees to the BHEL that in case he has committed or found to have been party to a breach of any provision of this Agreement, BHEL shall have the right to forthwith terminate the Vendor from the contract(s) with BHEL without any compensation and also to claim or recover any damages from him towards making good of the losses that the BHEL may suffer due to such violation by the Vendor without prejudice to any other right or claim for remedy, it may have at law or in contract.
4. In any such event of such termination, the Vendor shall, immediately return all copies of Confidential Information of the BHEL referred to in this Agreement.
5. The Vendor further agrees to the BHEL that
  - i. No failure nor any delay in exercising on the part of BHEL, any right or remedy under this Agreement, shall operate as a waiver thereof (in whole or in part), nor shall any single or partial exercise of any right or remedy prevent any further, future or other exercise thereof or any other right or remedy. The rights and remedies existing by virtue of this Agreement shall be cumulative and not exclusive of any rights or remedies provided by law.
  - ii. No term or provision hereof will be considered waived by BHEL, and no breach excused by it, unless such waiver or consent is in writing signed by an authorized representative of BHEL.
  - iii. No consent to, or waiver of, a breach by BHEL, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by Vendor
6. The Vendor hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the Bangalore for any actions, suits or proceedings arising out of or relating to this Agreement and further agree that service of any communication, process, summons, notice or document by registered mail or courier service to the address set forth above shall be effective service of process for any communication, action, suit or proceeding brought against the Vendor.



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7. This Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of both parties.
  
8. Notwithstanding any provision herein contained, nothing contained in this Agreement requires BHEL to proceed with the Contract, or to refrain from pursuing the contract with a third party and any provision herein contained shall not be construed as imposing on BHEL an obligation to provide or disclose any information
  
9. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible to achieve the same economic and legal effect as the original provision and notwithstanding that the remainder of this Agreement will remain in full force all times.
  
10. It further agreed that Vendor on conclusion of contract, 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, or in any way obtained by Vendor during the course of contract. Vendor further agree that vendor, or any others employed or engaged by vendor shall not retain copies, notes or abstracts of the foregoing.
  
11. This obligation of confidence shall continue after the conclusion of the contract also.
  
12. Vendor acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the Parties, and are reasonable given the nature of the business carried on by the Parties. Vendor agree that this agreement shall be governed by and construed in accordance with the laws of India.

Executed by .....on behalf of aforesaid vendor ..... with full knowledge and understanding of the above terms and its respective meanings; and voluntarily without any duress whatsoever.

Dated .....of .....2016

.....

Signature

Seal