

# **Bharat Heavy Electricals Limited**

भारत हैवी इलेक्ट्रिकल लिमिटेड



## **Corporate Systems & Information Technology**

कॉर्पोरेट प्रणाली एवं सूचना प्रौद्योगिकी

CS&IT Hall, 2<sup>nd</sup> Floor, HRD & ESI Complex, Plot No. 25,  
Sector 16A, NOIDA, U.P.-201301

## **Request for Proposal (RFP)**

**For**

**Multipoint Control Unit (MCU)**

**For**

**Video conferencing solution**

A handwritten signature in blue ink, likely of a company representative, located in the bottom right corner of the page.

**BHARAT HEAVY ELECTRICALS LIMITED**  
भारत हेवी इलेक्ट्रिकल लिमिटेड  
**CORPORATE SYSTEMS & INFORMATION TECHNOLOGY**  
कॉर्पोरेट प्रणाली एवं सूचना प्रौद्योगिकी

Ref. No. : AA:CS&IT:P31:MCU-RP

Date: 15<sup>th</sup> Apr 2015

Dear Sir / Madam,

**Sub: Multipoint Control Unit – Lease Basis**

BHEL proposes to implement Video Conferencing Solution across company on 5 year Lease Basis. In view of this, sealed bids are invited for supply, installation, and maintenance of Multipoint Control Unit for Video Conferencing solution on 5 year lease basis as per the terms and conditions of RFP enclosed.

Any clarifications / queries from the interested bidders shall be given in the specified format (**Annexure-XI**) to BHEL on or before **21.04.2015**.

Any corrigendum / notifications issued by BHEL, subsequent to Video Conferencing Solution, shall be available / hosted on [www.bhel.com](http://www.bhel.com) and <http://eprocure.gov.in>. Hence all bidders are expected to keep visiting [www.bhel.com](http://www.bhel.com) and <http://eprocure.gov.in> for any corrigendum / notification in their own interest.

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

Please ensure that your response complete in all respect in requisite format with necessary enclosures is delivered on or before the due date & time i.e., **29.04.2015 at 1500 hrs**.

Bids shall be addressed to:

Sr.Mgr. (CS&IT)  
Bharat Heavy Electricals Limited,  
CS&IT-Hall, 2<sup>nd</sup> Floor, HRD & ESI Complex,  
Plot no. 25, Sector-16a, Noida (UP) – 201301.


Thanking you,  
Yours faithfully,  
For and on behalf of BHEL




Sr. Mgr. (CS&IT)

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## 1. Introduction:

BHEL is the largest **engineering** and manufacturing enterprise in India in the energy-related/infrastructure sector, today. BHEL was established more than 50 years ago, ushering in the indigenous Heavy Electrical Equipment industry in India - a dream that has been more than realized with a well-recognized track record of performance. The company has been earning profits continuously since 1971-72 and paying dividends since 1976-77.

BHEL manufactures over 180 products under 30 major product groups and caters to core sectors of the Indian Economy viz., Power Generation & Transmission, Industry, Transportation, Telecommunication, Renewable Energy, etc. The wide network of BHEL's 17 manufacturing divisions, four Power Sector regional centers, over 100 project sites, eight service centers and 18 regional offices, enables the Company to promptly serve its customers and provide them with suitable products, Systems and services -- efficiently and at competitive prices. The high level of quality & reliability of its products is due to the emphasis on design, engineering and manufacturing to international standards by acquiring and adapting some of the best technologies from leading companies in the world, together with technologies developed in its own R&D centers.

BHEL's vision is to become a world-class engineering enterprise, committed to enhancing stakeholder value. The company is striving to give shape to its aspirations and fulfill the expectations of the country to become a global player.

## 2. Current Network Scenario:

BHEL has taken MPLS network services from two service providers, namely BSNL & Reliance Communications Ltd. There are about 150 locations connected on MPLS network, of which 36 are permanent locations, while the rest are project sites. The bandwidth at locations ranges from 2Mbps at project sites & smaller locations to 16Mbps/32Mbps at major units.

## 3. Existing VC setup:

Currently Polycom based High Definition Video Conferencing solution is implemented at about 50 locations in BHEL. In addition, dedicated VC system has been installed in the cabins of CMD, Directors, Executive Directors and other Unit Heads. The list of locations where currently VC systems are installed with make & model are given in **Annexure-I**.

## 4. Objective:

The purpose of RFP is to select a VC Solution vendor who shall supply, install, integrate with the existing solution, maintain and operate the supplied equipment at BHEL. The solution should be capable of integrating with the existing VC setup in the organization & it shall be responsibility of the Vendor to integrate the same. The supplied equipment (hardware / software) shall be on 5 year lease.


## 5. Eligibility Criteria:

- 5.1 The bidder shall be the OEMs of the MCUs or authorized partner / system integrator of OEM. In case of bidder being an authorized partner / system integrator of the OEM, the bidder shall submit an authorization letter from the OEM authorizing it to bid specifically for this tender as per format enclosed as **Annexure-VIII**.
- 5.2 The bidder must have an average annual turnover of minimum Rs 45 lakhs for the last 3 years. Attested copies of Balance Sheets / PL statements of the last three years to be submitted as proof.
- 5.3 The bidder must have at least one order of VC systems during last 7 years ending 31.03.2015, value of which must be at least 120 lakhs. PO copies including value to be submitted as proof.

Or

must have at least two orders of VC systems during last 7 years ending 31.03.2015, value of each must be at least 75 lakhs. PO copies including value to be submitted as proof.

Or



must have at least three orders of VC systems during last 7 years ending 31.03.2015, value of each must be at least 60 lakhs. PO copies including value to be submitted as proof.

**5.4** The bidder shall have a registered office in India. A documentary proof with complete address details and contact person details shall be submitted along with the offer.

**5.5** The bidder shall have at least 2 service centres in India. List of service centres in India to be provided.

## **6. Key Activities and Dates**

<b>S.No.</b>	<b>Key Activity</b>	<b>Date</b>
1	Issuance of Request For Proposal (RFP)	15-04-2015
2	Last date of receiving queries from bidders	21-04-2015
3	Last date of replying to queries	24-04-2015
4	Last date and time for submission of proposals	<b>29.04.2015: 1500hrs</b>
5	Technical Proposal opening	<b>29-04-2015: 1530hrs</b>
6	Commercial Proposal opening	<b>Will be intimated later</b>

## **7. General Terms and Conditions**

### **7.1 Integrity Pact:**

The bidder shall sign an Integrity Pact, to comply with the requirements of the Transparency International Limited (TIL) and the Central Vigilance Commission (CVC) guidelines to ensure an ethical and corruption-free business environment. The proforma for the Integrity Pact is attached as **Annexure-IV**.  
**(Not applicable)**

### **7.2 Non-Disclosure Agreement:**

The bidder shall sign a Non-Disclosure Agreement (NDA) with BHEL. By signing the NDA, the bidder agrees not to disclose any confidential information, business or proprietary, as covered by the agreement. The proforma for the Non-Disclosure Agreement is attached as **Annexure-V**.

### **7.3 Cost of Bidding:**

The Bidder shall bear all costs associated with the preparation and submission of its bid and the Purchaser will in no case be responsible or liable for those costs.

### **7.4 Procedure for Submission & Opening of Bids:**

Bids shall be accepted by the official inviting the tenders, in two parts, as described below, on or before the due date & time indicated in the Tender Notice.

#### **Part-I : EMD & Techno-Commercial Bid**

This part shall consist of the following:

- 1) EMD in the form of Pay Order/ Bank Draft of **Rs.2,00,000/-** (Rupees Two Lakhs only) in favour of "Bharat Heavy Electricals Limited" payable at New Delhi or Noida. In the absence of submission of EMD, the offer will be summarily rejected.
- 2) Bounded volume of:
  - i. Technical offer/ details including literature/leaflets. The bidder can offer only as per technical specifications of the equipments. The Lessee reserves the right to accept or reject the technical offer. Price bids of only techno-commercially short listed vendors will be opened.

- ii. Authorization by OEM's as per format enclosed as Annexure-VIII.
- iii. No Deviation Certificate as per format enclosed as Annexure-VI.
- iv. Checklist of Make and Models offered as per format enclosed as Annexure-X.
- v. Checklist of PRICE BID (Unpriced Copy) as per format enclosed as Annexure-IX.
- vi. Enclosures as defined in checklist of enclosures.
- vii. A copy of complete RFP where each page is signed & stamped by the bidder.

## **Part-II : Price Bid**

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

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).

## **7.5 Marking On Envelope**

Part-I and Part-II offers shall be submitted in two separate sealed envelopes with bidder's distinctive SEAL and super-scribed as follows:

### **Part-I : 1. Tender Enquiry No. and Its Description**

- 2. Due Date of Opening**
- 3. "EMD & Techno-Commercial Bid".**

### **Part-II : 1. Tender Enquiry No. and Its Description**

- 2. Due Date of Opening**
- 3. "Price Bid" as per enclosed Format.**

Un-sealed envelopes or envelopes not super-scribed as above may not be accepted/considered.

## **7.6 Bid Submission**

- 7.6.1** Bids shall be addressed to the official inviting Bids by name and designation and sent at the following address:

**Sr. Mgr. (CS&IT)**  
**Bharat Heavy Electricals Limited,**  
**CS&IT Hall, 2nd Floor, HRD & ESI Complex, Plot No. 25,**  
**Sector – 16A, Noida (UP) 201301**  
**Telephone no. : (0120) 2416462 / 2416496**  
**Email : [ajay@bhel.in](mailto:ajay@bhel.in) / [shivali@bhel.in](mailto:shivali@bhel.in)**

- 7.6.2** Bids can also be delivered in person to the official inviting Bids.
- 7.6.3** Bids submitted by post shall be sent by "REGISTERED POST" only and shall be posted with due allowance for any postal delay.

## **7.7 Bid Opening**

- 7.7.1** PART-I (EMD & Techno-commercial Bid) may be opened on the due date and time as specified in the Enquiry Letter, in the presence of bidders who may like to attend. Part-II (Price Bid) shall be opened subsequently. However, Purchaser/Lessee reserves the right to open both the parts simultaneously i.e. Part-I and Part-II together.

- 7.7.2** In case of public opening, date and time of Price Bid (Part-II) opening shall be intimated to the technically and commercially acceptable bidders only.
- 7.7.3** Purchaser/Lessee also reserves the right to open the earlier i.e. superseded price bids, if any, submitted by the bidder(s), if required.
- 7.7.4** Not more than two representatives from each bidder will be permitted to be present during tender opening.
- 7.7.5** No correspondence shall be entertained from the bidders after the opening of Price Bid(s).
- 7.7.6** Standard pre-printed conditions of the bidders attached to the offer will not be accepted and only those mentioned in the body of his offer will be considered.
- 7.7.7** Unsolicited bids shall not be entertained. Unsolicited revised Price Bids also, shall not be entertained at any stage of the tendering process and will lead to automatic disqualification of the party's bid.
- 7.7.8** No Literature, Pamphlets other than what is specified is to be enclosed. All such enclosures shall be considered as unread and also will not be considered as part of the quotation.
- 7.7.9** Manufacturer's name, trade Mark or Patent No., if any, should be specified.
- 7.7.10** Purchaser/Lessee reserves the right to negotiate the tender, if required.

#### **7.8 Late Bids:**

Any proposal received by BHEL after the deadline for submission of bids shall be summarily rejected and returned unopened to the bidder.

#### **7.9 Deviations:**

Bidder shall submit the No Deviation Certificate as per the **Annexure-VI**.

#### **7.10 Language of Bid:**

The bid, all correspondence and documents related to the bid shall be in English.

#### **7.11 Clarification on Bidding Documents:**

The Bidder is expected to carefully go through this Tender Document and understand the functional requirements thoroughly before submitting their offer. All legitimate queries and clarifications regarding this tender must be submitted in writing to the undersigned by **21.04.2015**. The reply to the same will also be made available from the undersigned within 07 days. BHEL will not entertain or respond to bidders' queries and clarifications received after **21.04.2015**.

#### **7.12 Amendment of Bidding Documents:**

The Purchaser may at its sole discretion amend the Bidding Documents at any time prior to the deadline for submission of bids. However in case of such amendment, the bid submission date may be extended at the discretion of the purchaser.

Amendments made prior to submission of bid will be provided in the form of Addenda / Corrigendum to the Bidding Documents and will be posted on the BHEL website (<http://www.bhel.com> or <http://eprocure.gov.in>) in Tender Notification section.

#### **7.13 Documents Accompanying the Bid:**

All documents shall be submitted as per the NIT. All documentary evidence in support of claims must clearly be marked as to against which criteria the document is submitted and should be fully indexed.

#### **7.14 Security Deposit**

- 7.14.1** Upon acceptance of Tender, the successful Tenderer should deposit the required amount of Security Deposit for satisfactory completion of work, as per the rates given below:



S. No.	Contract Value	Security Deposit Amount
1	Up to Rs. 10 lakhs	10% of Contract Value
2	Above Rs. 10 lakhs upto Rs.50 lakhs	1 lakh + 7.5% of the Contract Value
3	Above Rs. 50 lakhs	Rs 4 lakhs + 5% of the Contract Value exceeding Rs. 50 lakhs.

**7.14.2** The security Deposit should be furnished before start of the work by the contractor

**7.14.3** Security Deposit may be furnished in any one of the following forms

**7.14.3.1** Cash (as permissible under the Income Tax Act)

**7.14.3.2** Pay Order / Demand Draft in favour of BHEL.

**7.14.3.3** Local cheques of scheduled banks, subject to realization.

**7.14.3.4** 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).

**7.14.3.5** Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats.

**7.14.3.6** 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.

**7.14.3.7** 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 deposited in any form as prescribed before start of the work and the balance 50% may be recovered from the running bills.

**7.14.3.8** EMD of the successful bidder can be converted and adjusted against the cash portion of Security Deposit excepting for such bidders who have remitted One Time EMD.

**NOTE:** Acceptance of Security Deposit against Sl. No. (7.14.3.4) and (7.14.3.6) 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.

**7.14.4** The Security Deposit shall not carry any interest.

**7.14.5** In case the value of work exceeds / reduces from the awarded / accepted value, the Security Deposit shall be correspondingly enhanced / reduced as given below:

**7.14.5.1** The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor.



**7.14.5.2** There will be no reduction in Security Deposit value in case of variation in contract value upto the lower limit specified in Quantity variation clause. In case of reduction of contract value beyond the lower limit specified in Quantity Variation clause, then the Security Deposit shall be re adjusted in proportion.

**7.14.5.3** In case of reduction, the reduced Contract value shall be certified by BHEL representative. The reduced Security Deposit value can only be considered after taking into account the adequacy of the securities held by BHEL to meet the liabilities of the contractor for the contract, and the performance of the contract in general.

**In such cases, the revised value of Security Deposit shall be worked out only after execution of not less than the lower limit of the revised scope of work/contract value as per quantity variation clause, and as certified by BHEL representative. This reduction in value of Security Deposit shall not entitle the contractor to any amendment of Contract and shall be operated at the discretion of BHEL**

**7.14.6** Contract value for the purpose of operating the reduced / increased value of Security Deposit due to Quantity Variation, shall be exclusive of Price Variation Clause, Over Run Compensation and Extra works done on man day rates.

**7.14.7** The validity of Bank Guarantees towards Security Deposit shall be initially up to the completion period as stipulated in the Letter of Intent/Award + 3 months, and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL.

**7.14.8** BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL.

## **7.15 Return Of Security Deposit**

Security Deposit shall be refunded/Bank Guarantee(s) released to the Contractor along with the „Final Bill“ after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL.

## **7.16 Bank Guarantees**

Where ever Bank Guarantees are to be furnished / submitted by the contractor, the following shall be complied with

**7.16.1** Bank Guarantees shall be from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.

**7.16.2** The Bank Guarantees shall be as per prescribed formats.

**7.16.3** It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period (subject to a minimum period of six months), as per the advice of BHEL Site Engineer / Construction Manager. BHEL shall not be liable for issue of any reminders regarding expiry of the Bank Guarantees.

**7.16.4** In case extension / further extensions of any Bank Guarantees are not required, the bidders shall ensure that the same is explicitly endorsed by the Construction Manager and submitted to the Regional HQ issuing the LOI/LOA.

**7.16.5** In case the Bank Guarantees are not extended before the expiry date, BHEL reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder.



**7.16.6** Bidders to note that any corrections to Bank Guarantees shall be done by the issuing Bank, only through an amendment in an appropriate non judicial stamp paper.

**7.16.7** The Original Bank Guarantee shall be sent directly by the Bank to BHEL under Registered Post Acknowledgement Due), addressed to the Subcontracting Department of the respective Region.

#### **7.17 Evaluation of Bids:**

The Purchaser will evaluate the bids that have been determined to be substantially responsive. The bid evaluation is based on L1 criteria. The evaluation of responsive bids shall be done in 3 stages:

##### **Stage-I: Evaluation Of Response To Eligibility Criteria:**

These are mandatory requirements to be met by the Bidder. Only those Bidders who meet all the requirements as per eligibility criteria shall be considered for Stage-II evaluation.

##### **Stage-II: Evaluation Of Techno & Commercial Bids:**

This shall be the second stage of the evaluation by the Purchaser. Only those Bidders who adhere to the purchaser's technical and commercial requirements shall be considered for next stage of evaluation. Commercial and Technical bid of the vendor shall be opened and evaluated for acceptability of commercial terms, deviations and technical suitability. The bidders should meet the commercial conditions as defined in the bidding documents.

After the evaluation of commercial conditions, the Technical bid submitted by the Bidders will be evaluated. During the Technical Evaluation of the bid, the purchaser may ask for additional information / resources to validate the bid. These may include technical documents / white papers / presentation from bidder or OEM or third party, references, demonstration of a proof of concept or solution, visit to supplier's lab or their clients reference site, etc.

##### **Stage –III: Evaluation of The Price Bid:**

After finalizing the techno-commercial offers, BHEL may adopt Reverse Auction process for arriving at the lowest price offer. BHEL will also claim depreciation as per provisions of the Income Tax Act.

Price Bids of only those bidders who pass the Techno-Commercial evaluation will be opened. The total cost of the bid will be calculated as under:


- i. Total lease charges for 5 years for Hardware & Software including duties, taxes (as in Table A of Form #3), warranty & support for the entire lease period.
- ii. The bid having the least total cash outflow for 5 years will be considered L1 bidder. Evaluation of L1 ranking will be based on net of CENVAT/VAT basis, if any. The L1 Bidder shall be eligible for award of contract.

#### **7.18 Taxes & Duties:**

Any change in applicable taxes, like Service Tax, VAT, etc, shall be to BHEL's account during the entire lease period.

#### **7.19 Purchaser's Right to accept or Reject any or all Bids:**

The Purchaser reserves the full right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability towards the Bidders.



**7.20 Limitation of Liability:**

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

**7.21 Delivery Schedule**

All the hardware & software under this contract shall be delivered and successfully installed and commissioned within 4 months (120 days) from the date of acceptance of order by the successful bidder. The date of acceptance of order shall not be later than 7 days from the date of placement of order.

**7.22 Penalty for Late Delivery:**

If deliveries or installation & commissioning are not completed within the delivery schedule, a penalty of 0.5% per week (or part thereof) subject to a maximum of 5% of the total lease charges of the equipment or service which has been delayed will be charged. The LD charges will be deducted from the first quarter lease rentals. If LD charges are more than the first quarter lease rentals, then the balance amount will be deducted from the subsequent quarter(s).

**7.23 Insurance:**

Insurance for the complete Systems / Goods shall be arranged by the Vendor / Lessor at his own risk and cost during transit, movement, storage and throughout the period of lease. Purchaser / Lessee, under any circumstances, shall not be responsible for any loss / damage / theft / fire of any Systems / goods, due to any reasons, whatsoever. Claim(s) etc., if any, shall be dealt with the underwriters directly by the Vendor / Lessor. Evidence of insurance policy shall be submitted to BHEL. If the lessor fails to renew the policy before the expiry, BHEL may affect the insurance from the lease rental.

**7.24 Indemnity:**

Vendor / Lessor shall fully indemnify and keep indemnified the Purchaser / Lessee against all claims which may be made in respect of the use of System / Software / Item(s) / services supplied / rendered by the Vendor / Lessor, for infringement of any rights protected by patent, registration of designs or trademarks and legality of the Software. However the Vendor / Lessor 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.

All such claims in this regard shall be settled as per Indian Laws.

In the event of any such claims being made against the Purchaser / Lessee, Purchaser / Lessee will inform in writing to the Vendor / Lessor who shall at his own risk and cost either settle any such dispute or conduct any litigation that may arise there from.

**7.25 Risk Purchase:**

**7.25.1** Purchaser / Lessee shall reserve the right to terminate the order / contract and purchase from elsewhere at the risk and cost of the Vendor / Lessor, either the whole or part of the Systems / goods, which the Vendor/Lessor 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 / Lessor 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 including extended period with penalty.

**7.25.2** After installation & commissioning, if the vendor fails to rectify a problem, faulty hardware / software item /component or restore a faulty service within 15 days of the occurrence of the fault / problem, BHEL shall reserve the right to rectify or replace the faulty item /component / software / service by procuring from the market at risk and cost to the vendor.



#### **7.26 Arbitration:**

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

#### **7.27 Force Majeure:**

Vendor / Lessor 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 / Lessor 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.

#### **7.28 Termination of Contract:**

**7.28.1** If the availability and performance of 25% of supplied systems is below 95% continuously over a period of 3 months, BHEL reserves the right to terminate the contract in full, without any cost implication to BHEL.

**7.28.2** At the end of the full lease period, BHEL shall have the right to acquire or surrender all the equipment. In case BHEL decides to acquire the equipment, a nominal charge of Re.1.00 per equipment will be paid as terminal payment.

#### **7.29 Validity Period:**

Offer shall be kept valid for FOUR months from the due date of tender opening (Part-I) for Purchaser/Lessee's acceptance.

### **8. Special Terms and Conditions**

#### **8.1 Scope of Supply**

The successful bidder shall supply & deliver the equipment at BHEL locations as per the attached **Annexure-II**

#### **8.2 Scope of Work:**

**8.2.1** The bidder shall Supply, Install, Integrate, Carry out Testing of all the supplied systems and other software and other related items at all the locations listed in **Annexure-III**.

**8.2.2** The bidder shall devise IP scheme in consultation with BHEL network team for the new VC solution.

**8.2.3** The bidder shall also integrate the offered solution with the existing VC setup at BHEL. The existing VC setup is explained in **Annexure-I**. Integration shall include but not limited to operability with existing endpoints, Management servers, recording and streaming servers, Firewall Traversals, etc.

**8.2.4** The bidder shall carry out installation of systems, fixing, termination and inter-cabling, etc, as per the best international standards and practices.

**8.2.5** For installation & commissioning work, it shall be the responsibility of the bidder to arrange and provide requisite tools, etc, for carrying out the installation and commissioning job.

**8.2.6** All software to be provided as part of the solution should be licensed to "Bharat Heavy Electricals Limited". All documents, manuals, administration manuals and software CDs should be submitted to BHEL before commissioning the systems. All softwares should come with at least two sets of CDs/DVDs, etc.



**8.2.7** The Bidder shall ensure that no other equipment/structure/setup gets damaged due to their activities. Any damages if caused to BHEL's property due to Bidder's negligence shall be rectified, repaired and borne by the Bidder at its own account.

### **8.3 Performance Guarantee Tests (PG Tests):**

**8.3.1** The Performance Guarantee Test shall start after installation and commissioning of all the Hardware & Software at respective BHEL location by the Supplier with the full cooperation of BHEL.

**8.3.2** The performance test will be done individually and collectively for all systems for ascertaining the performance of systems for business-class best quality VC performance for a minimum 02 days continuously.

**8.3.3** The bidder shall seamlessly integrate the offered solution with the existing solution for assuring the best quality VC performance. The calls shall be of HD quality in case of

i) One to one calls

ii) Multipoint calls

### **8.4 Commissioning Certificate:**

On successful installation, configuration and PG test of individual components and the solution as a whole, the supplier shall submit the following as part of the commissioning:

**8.4.1** Configuration details of all items.

**8.4.2** IP address, name, etc, details of all items.

**8.4.3** Details of Backup policy and configuration

On submission of the above and after successful PG test, BHEL will issue a **Commissioning Certificate** for the individual locations.

### **8.5 Performance Requirements:**

#### **8.5.1 Service Level Agreement (SLA):**

As the facility will be used extensively by the Top Management of BHEL, the supplier shall provide support on 24x7x365 basis for all the hardware & software items. The supplier shall ensure that the following SLA parameters are met:

#### **Definitions:**

##### **8.5.1.1 Non Availability:**

- i) Is defined as the service is not available or service is available with degraded performance.
- ii) Any equipment / service working with degraded performance & if not fully resolved within stipulated time shall be considered non-available including the time period during which it was working with degraded performance.
- iii) If the quality of audio or video is poor for more than 15 minutes at a stretch even when sufficient Bandwidth is available for VC & the packet loss between the endpoints is not more than 1%.

##### **8.5.1.2 SLA Requirements:**

- i) An uptime of 99.5% on all hardware & software products per month at Class A locations
- ii) Same business day support on all hardware & software products



- iii) Any faulty hardware component shall be repaired or replaced with Standby Equipment of similar configuration within (06) six hours / (12) hours at class A locations and within 24 hours at class B locations after logging the call. Subsequently it will be replaced by a New One/repaired one. The severity of the problem and the maximum time taken to resolve the problem / replace the component shall be as per the following table:

S.No.	Item	Component	Class of Location	Service Performance Affected	Problem Severity	Expected Restoration Time (Hrs)
1	MCU	Any Redundant Component like Card, NIC, Power Supply, etc.	A	No	Level 1	12
2	MCU	Any Component Without redundancy or whose redundant component has already failed	A	Yes	Level 2	6
3	MCU	Any software (IOS) error, etc.	A	Yes	Level 2	6
13	Others		A	No	Level 1	12
14	Others		A	Yes	Level 2	6

- iv) On-site support for all hardware & software products
- v) If a system or component is down for more than 36 hours at a stretch at Class A location, then the downtime considered for deduction for such component or system will be 2 times, e.g., if a system was down for 40 hours at a stretch, then the downtime taken for deduction will be 80 hours.
- vi) If the availability and Performance of systems is below 95% continuously over a period of 3 months at more than 25 % of the Installed Location, BHEL reserves the right to terminate the contract in full, without any cost implication to BHEL.

#### 8.6 Penalty for SLA Non-Conformance:

At the end of each quarter downtime will be calculated for all the systems and softwares. Downtime will be calculated on per month basis. The deductions will be made as per the following formula:

Deduction (D) = downtime in minutes (d) × rental per minute (r) × multiplication factor (f)

Where Multiplication Factor will be calculated as per the following table:

**Multiplication Factor Table for Class A Locations**

S.No.	Uptime %	Multiplication Factor (F)
1	>= 99.50	0.00
2	< 99.5% & >= 99.00	1.00
3	< 99.0 & >= 98.00	1.50
4	< 98.00 & >= 97.00	2.00

5	< 97.00 & >= 96.00	3.00
6	< 96.00 & >= 95.00	4.00
7	< 95.00	5.00

## 8.7 Payment Terms:

**8.7.1** Lease period will start only after successful installation and commissioning of all hardware and software products as per scope of work & successful completion of PG Test. Quarterly lease rental charges (after deducting pro-rata rent cut, for any SLA non-conformance) become payable at the end of each quarter.

**8.7.2** Payments will be made within 45 days on submission of following documents:

- i) Invoice in triplicate
- ii) Installation Report & SRV (Stores Receipt Voucher)
- iii) SLA reports for the quarter ( to be verified by the System Administrator)
- iv) Performance Bank Guarantee
- v) Insurance documents for all the items

**8.7.3** In case of termination or surrender of equipment by BHEL at the end of the lease period or before, Vendor / Lessor shall remove the equipment from Purchaser / Lessee's premises at his own risk and cost after due permission from BHEL.


## 8.8 Income Tax Depreciation:

Income tax depreciation will be claimed by BHEL.

## 8.9 Functional Scope for Hardware & Software:

The functional scope for hardware, software and related services as detailed in Technical Specification of Hardware, includes all activities but not limited to the following:

- 8.9.1** Delivery of equipment at all locations of BHEL and all arrangements for loading/unloading (including labor), movement, etc.
- 8.9.2** Handling, installation, configuration, testing, commissioning and integration at site of the ordered materials.
- 8.9.3** Fine tuning of configuration parameters, settings, etc for smooth installation and functioning of all the systems.
- 8.9.4** Testing based on diagnostic software to be carried out to ascertain healthiness of the equipments / hardware, backup system, etc.
- 8.9.5** A complete project report giving all installation and configuration reports, documents, diagrams, etc, to be submitted before commissioning.





**8.9.6** The Bidder shall work closely in co-ordination with BHEL network team and system integrators for installation, fine tuning and configuration of the hardware and software for smooth and best quality performance of the VC systems.

**8.10 Training:**

The supplier shall organize and provide operational level training on the supplied equipment for 2 days centrally at BHEL premises.

**8.11 Warranty & Support:**

**8.11.1** All the supplied equipment / systems (hardware/software) shall be covered under a Comprehensive On-Site Warranty for 05 (Five) years. Warranty period shall start from the date of successful commissioning of the Equipment / System.

**8.11.2** If any document / manual / CD supplied by the supplier is found to be inadequate / incomplete within the period of the contract, the supplier shall replace/complete such document/manual/CD at their cost within 15 days' time.

**8.11.3** The Bidder/OEM shall be required to provide all the services based on standards and the best practices to meet or exceed the SLAs as per **Clause 8.5.1**. If the performance and uptime does not meet the SLA as per **Clause 8.5.1**, deductions as per SLA **Clause 8.6** will be done from the quarterly rental charges.

**8.12 MCU Administration:**

MCU Administration Functions include following activities in consultation with BHEL Personnel:

**8.12.1** System administration and tuning.

**8.12.2** Re-installation in the event of crash/failures

**8.12.3** Configuring settings and various parameters.

**8.12.4** Taking regular Back-up of System Configuration & other settings.

**8.12.5** Ensure proper configuration and settings.

**8.12.6** Periodic System performance tuning and configuration check.

**8.12.7** Addition, deletion, re-configuration of Endpoints, devices, users and sites.

**8.12.8** Security management – Configuring account policy, access rights, password control as per BHEL's security policy.

**8.12.9** Resolving all hardware and software related problems.

**8.12.10** Escalating unresolved problems to ensure resolution as per the agreed SLA.

**8.13 Special Clauses:**

**8.13.1** There shall be only 1 bid from each Bidder.

**8.13.2** Bidder shall have to quote for all the Items of the BOQ as specified in this document.

**8.13.3** All the items to be supplied must be NEW. Newness certificate to be provided by the bidder at the time of delivery.

**8.13.4** All the items must be supplied in full and complete.



- 8.13.5** BHEL shall not be responsible for any misinterpretation or wrong assumption by the bidder.
- 8.13.6** Relevant portions, in the documents submitted in pursuance of eligibility criterion shall be highlighted. If the offer is not accompanied by all the above documents mentioned, the same would be rejected. Undertaking for subsequent submission of any of the above documents will not be entertained under any circumstances.
- 8.13.7** Purchaser reserves the right to verify / confirm all original documentary evidence submitted by vendors in support of above mentioned clauses of eligibility criteria. Upon verification, evaluation / assessment, if in case any information furnished by the vendor is found to be false / incorrect, their total bid shall be summarily rejected and no correspondence on the same shall be entertained.
- 8.13.8** The bidder shall provide support for the MCUs, other allied equipments, software, etc, including any third party items for a period of 05 (Five) Years. There shall be back-to-back agreement with the OEM of the solution for warranty and support for the entire contract period. The bidder shall submit a certificate from the OEM for back-to-back support for the complete solution as per enclosed Format given in **Annexure-VII**.
- 8.13.9** All the items to be supplied must be NEW and shall not be End of Sale. Newness certificate to be provided by the bidder at the time of delivery

## **9. Technical Requirements**

### **9.1 Solution Design Requirements:**

The VC solution is intended to enable BHEL's management to interact, discuss and review the status of projects with other manufacturing units, regional headquarters and project sites. It should provide a robust means to review and monitor project progress. It should also provide the capability to review project with external agencies like customers, vendors, business partners, etc. The core infrastructure should have enough redundancy to provide enough fault tolerance.

### **9.2 Basic Design Requirements for Multipoint Conferencing Unit at Corporate Office:**

The Multipoint Conferencing Unit (MCU) is the heart of the Video Conferencing Solution. Various Manufacturing Units, Regions, Divisions & Project Sites of BHEL will be taking part in multipoint conferences among themselves and with external agencies like customers, vendors, business partners, collaborators, etc. The requirement is for one high end enterprise class, highly reliable purpose-built systems that will provide multipoint conferencing facility based on latest full high definition on IP & ISDN networks which will be deployed at Corporate Office, New Delhi. The MCU shall be a highly scalable chassis based system with redundant power supplies and fans.

**The common minimum specifications of Multipoint Conferencing Unit at Corporate Office shall be as under:**

<b>S.No.</b>	<b>Basic Requirement</b>	<b>Bidder's Response</b>
1	The MCU should be chassis based purpose-built platform for video conferencing and should offer reliability, availability and scalability. Should be rack mountable on a standard 19" rack.	
2	The MCU should be able to connect min. 60 sites concurrently, excluding connectivity for recording, media streaming and cascading, each at 4Mbps with HD 720p resolution @30 frames per second on IP in Continuous Presence and Voice Activated mode using same chassis.	

3	The MCU should be able to connect min. 30 sites concurrently, excluding connectivity for recording, media streaming and cascading, each at 4Mbps with Full HD 1080p resolution @30 frames per second on IP in Continuous Presence and Voice Activated mode using same chassis.	
4	The MCU should be able to conduct at least 16 Video Conferences simultaneously.	
5	It should be possible to add minimum 300 sites in the MCU Address Book	
6	The MCU should be scalable to 80 sites on HD 720p and 40 sites on Full HD 1080p in the same chassis.	
7	The MCU should have minimum 4 PRI ports for conducting VC sessions on ISDN lines with external parties / vendors / customers.	
8	<p>The MCU must be capable of transcoding on every port without loss of port count with:</p> <ul style="list-style-type: none"> <li>a. Bitrates up to 4Mbps with H.264 per connection.</li> <li>b. Resolutions of QCIF, CIF, 4CIF, VGA, SVGA, XGA, ED (448p, 480p) and HD (720p and 1080p).</li> <li>c. All resolutions supported at 30fps with H.264.</li> <li>d. Video Codecs: H.263, H.263+, H.264.</li> <li>e. Audio codecs: G.711, G.722, G.722.1, G.729, MPEG-4 AAC or equivalent audio standard</li> </ul>	
9	The MCU should support video codecs: H.261, H.263, H.263+, and H.264	
10	The MCU shall support H.239 dual video without losing ports on the MCU	
11	The MCU shall support a mix of resolutions in both Voice Activated mode and Continuous Presence. Each endpoint shall receive at the maximum of its capacity without reducing the capacity of another.	
12	The MCU shall have at least 2 nos. of 100/1000Mbps fully functional Ethernet ports for Network connectivity.	
13	The MCU must support H.320/ISDN sites through an internal / external ISDN/H.320 PRI gateway/s for terminating up to 4PRI lines.	
14	The MCU shall be capable of supporting H.323, H.320, SIP, and H.235 v3 in the same conference at any bandwidth and resolution.	
15	The solution shall support Standard Definition, Enhanced Definition and High Definition in both Voice Activated and Continuous Presence mode without loss of functionality or capacity	
16	MCU must support a configurable 'Text Overlay' features, optionally displaying the party H.323 ID, or custom text,	



	within the video frame during continuous presence or voice activated switching	
17	The MCU shall allow users to create conferences on the fly from their endpoints without the need of an operator.	
18	The MCU shall transcode video and audio on all ports, without loss of port count, regardless of bitrates, resolutions or codecs that endpoints connect with.	
19	The MCU shall provide HD quality in Continuous Presence to all HD endpoints connected and deliver this even if SD or ED endpoints are part of the conference. MCU should have the ability to enhance the resolution even from the SD and ED endpoints and send to HD participant. It should not reduce the overall number of ports of the MCU.	
20	The MCU shall support down-speeding and packet error / loss concealment methods to ensure optimum video and audio quality. The MCU must provide standards based method of compensating and correcting for packet loss (of media streams, both 'to' and 'from' the MCU and terminals) of up to a minimum of 2%.	
21	The MCU shall support an external recording and video-on-demand solution device.	
22	The MCU shall provide a built-in Web server for configuration and administration.	
23	The MCU shall support various user privileges from administrator to simple guest	
24	<p>The MCU shall have an address book and scheduling features using built-in or external server. The system admin must have the ability to provision the following attributes per user / groups of users:</p> <ol style="list-style-type: none"> <li>Time zone, Level of Video/Audio Services (HD, SD, Audio Only),</li> <li>Recording Policy</li> <li>Max Allowed Bandwidth for Point to Point call, multipoint call , and per conference as per service created</li> <li>The network management application must support centralized Gateway, MCU and Gatekeeper system logs.</li> </ol>	
25	It should be possible to configure conferences across the ports on two MCU systems.	
26	The MCU should be interoperable with the gatekeeper offered with the solution.	
27	The MCU should support G.711, G.722, G.722.1, G.723.1, G.728, G.729, MPEG-4 AAC or equivalent audio standard.	
28	<p>The MCU should support following protocols:</p> <ul style="list-style-type: none"> <li>➤ H.323, SIP, H.235 (AES), TLS, H.239 (dual video) .</li> </ul>	



	➤ H.243 (chair control), RTP, HTTP, HTTPS, DHCP, SNMP, NTP	
29	The MCU should support QoS based on DSCP and TOS/IP precedence.	



**10. List of Annexures:**

- 10.1** Annexure-I: Existing VC Setup
- 10.2** Annexure-II: Delivery Location
- 10.3** Annexure-III: List of Total Locations
- 10.4** Annexure-IV: Proforma for Integrity Pact (Not Applicable).
- 10.5** Annexure-V: Proforma for Non-Disclosure Agreement.
- 10.6** Annexure-VI: Format for No-Deviation Certificate.
- 10.7** Annexure-VII: Format for Back-to-Back Support.
- 10.8** Annexure-VIII: Format for OEM Authorization.
- 10.9** Annexure-IX: Price Bid Format.
- 10.10** Annexure-X: Checklist of Make & Models Offered
- 10.11** Annexure-XI: Pre-bid Query / Clarification Format
- 10.12** Annexure-XII: Business Rules for Reverse Auction



### Checklist of Enclosures

Sl. No.	Annexure to be attached	Format attached as Annexure	Whether attached or not (Yes/NO)		
1.	Eligibility Criteria (Clause 5)				
	Authorization by OEM for Participation as per Clause 5.1	Annexure VIII			
	Attested Copies of Balance Sheets as per Clause 5.2				
	PO Copies & Documentary Proof as per Clause 5.3				
	Documentary Proof as per Clause 5.4				
	Documentary Proof as per Clause 5.5				
	Certificate as per Clause 8.13.8	Annexure VII			
2.	Format for Non-Disclosure Agreement	Annexure V			
3.	EMD of Rs.2,00,000/- (Rupees Two Lakhs only)				
4.	Format for No Deviation Certificate	Annexure VI			
5.	Checklist of Make & Models Offered	Annexure X			
6.	Checklist of Price Bid	Annexure IX			

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**Existing VC Setup**

Currently Polycom based High Definition Video Conferencing solution is implemented at about 50 locations in BHEL. In addition, dedicated VC system has been installed in the cabins of CMD, Directors, Executive Directors and other Unit Heads. The details of the Polycom based VC system is as below:

S.No.	Item Name	Make & Model
1	For Corporate Office Board Room	Polycom : HDX 8000-1080 Barco : 4X3 OLF510  Polycom : HDX 8000-720  Samsung : 520 Dx
2	For Corporate Office Main Conference Room	Polycom : HDX 8000-1080 Samsung : 520 Dx
3	For Top Management (CMD & Directors)	Polycom : HDX 8000-1080 Samsung : 520 Dx
4	For EDs & GM(I/c)	Polycom : HDX 4002
5	For Units & PS Regional Head Quarters	Polycom : HDX 8000-720 Samsung : 520 Dx
6	For Project Sites & Smaller Units	Polycom : HDX 7000-720 Samsung : 460 DX2
7	PC Based VC Solution for 100 concurrent users	polycom/CMA
	<b>VC Infrastructure</b>	
8	20 Port MCU	Polycom : RMX 4000

The locations details are as per **Annexure – III**





## Delivery Location

S.No.	Location Name	Address	Consignee / Contact Details
1	Corp Office, New Delhi	BHEL House, Siri Fort, New Delhi - 110049.	<b>Smt. Neelima, Admn. Officer, CS&amp;IT</b>  Email: neelima@bhel.in Mobile: 011-66337482




**Annexure -III**

**List of Total Locations**

S.No.	Location Name	Brief Description	Make & Model
Permanent Locations			
1	Corp Office Conference Room, New Delhi	VC System consisting of codec, camera and integrated dual 52" LCD display unit	Polycom : HDX 8000 Samsung : 520 Dx
2	Corp Office Board Room, New Delhi	VC System consisting of HD Codec, Camera and VC Video Wall (4x3x50" size)	Polycom : HDX 8000 Barco : 4X3 OLF510
		VC System consisting of codec, camera and integrated 52" LCD display unit	Polycom : HDX 8000 Samsung : 520 Dx
		20 port MCU	Polycom : RMX 4000 E1/T1
		CMA + Gatekeeper (2 sets)	Polycom : DMA 7000 with Resource Manager
		Firewall Traversal	Polycom : RP Access Director and VBP
		Recording & Streaming Solution	Polycom : RSS 4000 + Real Presence Media Editor
		42U Rack	APW : President
3	Industry Sector, New Delhi	VC System consisting of codec, camera and integrated dual 52" LCD display unit	Polycom : HDX 8000 Samsung : 520 Dx
4	PEM		
5	PSER, Kolkata		
6	PSWR, Nagpur		
7	PSSR, Chennai		
8	PSNR, Noida		
Manufacturing Units			
9	Haridwar	VC System consisting of codec, camera and integrated dual 52" LCD display unit	Polycom : HDX 8000 Samsung : 520 Dx
10	Bhopal		
11	Jhansi		

*Shivaji*

12	RC Puram, Hyderabad		
13	EDN, Bangalore		
14	Trichy		
<b>Project Sites: PSER</b>			
15	Sagardighi	VC System consisting of codec, camera and integrated 46" LCD display unit	Polycom : HDX 7000 Samsung : 460 DX2
16	Barauni EPC		
17	Korba West		
18	Maithon		
19	Marwa		
20	Hinduja Vizag		
21	OTPC : Palatona		
<b>Project Sites: PSNR</b>			
22	Anpara D	VC System consisting of codec, camera and integrated 46" LCD display unit	
23	Chhabra		
24	Bara		
25	Jhajjar		
26	Goindwal GVK		
27	Bawana		
28	Ramgarh		
29	Lalitpur		
<b>Project Sites: PSSR</b>			
30	KPCL-Bellary Stg-II	VC System consisting of codec, camera and integrated 46" LCD display unit	
31	MRPL-Mangalore Refineries CPP Expn		
32	MPGenco-Malwa SSTP		
33	APPDC-Krishnapatnam		
34	APGenco-Kakatiya TPP stg-II		
35	NTECL-Tuticorin		
<b>Project Sites: PSWR</b>			



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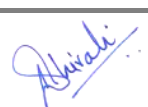
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36	NTPC, Mauda	VC System consisting of codec, camera and integrated 46" LCD display unit	
37	Sikka		
38	Ukai		
39	Hindalco Mahan		
40	Satpura		
41	NTPC, Rihandnagar		
42	Chandrapur		
43	Vindhyachal		
Others			
44	Goindwal	VC System consisting of codec, camera and integrated 46" LCD display unit	
45	IP, Jagdishpur		
46	HERP, Varanasi		
47	ESD, Bangalore		
48	CSU, Jagdishpur		
49	Piping Centre, Chennai		
50	EMRP, Mumbai		
For EDs & GM (I/c)			
1	Corp Office, New Delhi	Desktop based VC System consisting of codec, camera and 20" LCD display unit	Polycom : HDX 4002
2	Industry Sector, New Delhi		
3	PEM		
4	PSER, Kolkata		
5	PSNR, Noida		
6	PSSR, Chennai		
7	PSWR, Nagpur		
8	Haridwar		
9	Bhopal		
10	Jhansi		
11	RC Puram, Hyderabad		
12	EDN, Bangalore		

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13	Trichy		
14	Ranipet		
15	Kribhco Bhawan		
16	Corp. R&D		
17	EPD, Bangalore		
18	IP, Jagdishpur		
19	HERP, Varanasi		
20	CSU, Jagdishpur		
21	Piping Centre, Chennai		
Others			
1	PMG, New Delhi	VC System consisting of codec, camera and integrated dual 52" LCD display unit	Polycom : HDX 8000  Samsung :MD series
2	Ranipet	VC System consisting of codec, camera and integrated dual 52" LCD display unit	Polycom : HDX 8000  Samsung :MD series
3	ROD, Mumbai	VC System consisting of codec, camera and integrated 46" LCD display unit	Polycom : HDX 7000 Samsung : MD series



## MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement is made and entered into as of the last date signed below (the “Effective Date”) by and between **Bharat Heavy Electricals Ltd.(BHEL)**, a Public Sector Organization having its principal place of business at BHEL House, Siri Fort, New Delhi - 110049 and \_\_\_\_\_, a \_\_\_\_\_ corporation, hereinafter called “The Bidder”, whose principal mailing address is \_\_\_\_\_.

WHEREAS in order to pursue the mutual business purpose of this particular project as specified in Bid document for Multipoint Control Unit, **BHEL** and the Bidder have an interest in participating in discussions wherein either Party might share information with the other that the disclosing Party considers to be proprietary and confidential to itself (“Confidential Information”); and

WHEREAS the Parties agree that Confidential Information of a Party might include, but not be limited to that Party’s:

1. business plans, methods, and practices;
2. personnel, customers, and suppliers;
3. inventions, processes, methods, products, patent applications, and other proprietary rights; or
4. specifications, drawings, sketches, models, samples, tools, computer programs, technical information, or other related information;

NOW, THEREFORE, the Parties agree as follows:

1. Either Party may disclose Confidential Information to the other Party in confidence provided that the disclosing Party identifies such information as proprietary and confidential either by marking it, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by e-mail or written correspondence, or via other means of communication as might be appropriate.
2. When informed of the proprietary and confidential nature of Confidential Information that has been disclosed by the other Party, the receiving Party (“Recipient”) shall, for a period of three (3) years from the date of disclosure, refrain from disclosing such Confidential Information to any contractor or other third party without prior, written approval from the disclosing Party and shall protect such Confidential Information from inadvertent disclosure to a third party using the same care and diligence that the Recipient uses to protect its own proprietary and confidential information, but in no case less than reasonable care. The Recipient shall ensure that each of its employees, officers, directors, or agents who has access to Confidential Information disclosed under this Agreement is informed of its proprietary and confidential nature and is required to abide by the terms of this Agreement. The Recipient of Confidential Information disclosed under this Agreement shall promptly notify the disclosing Party of any disclosure of such Confidential Information in violation of this Agreement or of any subpoena or other legal process requiring production or disclosure of said Confidential Information.
3. All Confidential Information disclosed under this Agreement shall be and remain the property of the disclosing Party and nothing contained in this Agreement shall be construed as granting



or conferring any rights to such Confidential Information on the other Party. The Recipient shall honor any request from the disclosing Party to promptly return or destroy all copies of Confidential Information disclosed under this Agreement and all notes related to such Confidential Information. The Parties agree that the disclosing Party will suffer irreparable injury if its Confidential Information is made public, released to a third party, or otherwise disclosed in breach of this Agreement and that the disclosing Party shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.

4. The terms of this Agreement shall not be construed to limit either Party's right to develop independently or acquire products without use of the other Party's Confidential Information. The disclosing party acknowledges that the Recipient may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Nothing in this Agreement will prohibit the Recipient from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Recipient does not violate any of its obligations under this Agreement in connection with such development.
5. Notwithstanding the above, the Parties agree that information shall not be deemed Confidential Information and the Recipient shall have no obligation to hold in confidence such information, where such information:
  - 5.1. Is already known to the Recipient, having been disclosed to the Recipient by a third party without such third party having an obligation of confidentiality to the disclosing Party; or
  - 5.2. Is or becomes publicly known through no wrongful act of the Recipient, its employees, officers, directors, or agents; or
  - 5.3. Is independently developed by the Recipient without reference to any Confidential Information disclosed hereunder; or
  - 5.4. Is approved for release (and only to the extent so approved) by the disclosing Party; or
  - 5.5. Is disclosed pursuant to the lawful requirement of a court or governmental agency or where required by operation of law.
6. Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties.
7. Neither Party will, without prior approval of the other Party, make any public announcement of or otherwise disclose the existence or the terms of this Agreement.
8. This Agreement contains the entire agreement between the Parties and in no way creates an obligation for either Party to disclose information to the other Party or to enter into any other agreement.
9. This Agreement shall remain in effect for a period of five (5) years from the Effective Date unless otherwise terminated by either Party giving notice to the other of its desire to terminate this Agreement. The requirement to protect Confidential Information disclosed under this Agreement shall survive termination of this Agreement.



IN WITNESS WHEREOF:

**FOR AND ON BEHALF OF**

**FOR AND ON BEHALF OF**

\_\_\_\_\_

**BHARAT HEAVY ELECTRICALS LTD.**

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name :** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Witness**

**Witness**

1.

1.

2.

2.





**No Deviation Certificate**

This is to certify that our offer is exactly in line with your tender enquiry no. **AA:CS&IT:P31:MCU-RP dated 15<sup>th</sup> Apr 2015**. This is to expressly certify that our offer contains no deviation either Technical or Commercial in either direct or indirect form.

**Signed By****Name:** \_\_\_\_\_**Designation:** \_\_\_\_\_**Organization:** \_\_\_\_\_**Date & Place:** \_\_\_\_\_**Phone/Fax/Mobile/Email:** \_\_\_\_\_**Stamp & Seal:** \_\_\_\_\_

**Back to Back Support From OEM**

Date: \_\_\_\_\_

To,  
BHEL  
CS&IT, NOIDA

Subject: **Letter of Authority**

Tender Ref. No.: **AA:CS&IT:P31:MCU-RP dated 15<sup>th</sup> Apr 2015**

Dear Sir,

We hereby confirm to provide back to back support for the entire lease period of 5 years to the bidder whom we have authorized to quote in the tender enquiry ref. no. AA:CS&IT:P31:MCU-RP dated 15<sup>th</sup> Apr 2015. The availability of spares would also be ensured for the complete lease periods of 5 years and further for a period of 3 years.

(Authorized Signatory)

For \_\_\_\_\_

Note: This 'Letter of Authority' should be issued on the letterhead of OEM & enclosed in Part-I.



**Authorization by OEM**

Date: \_\_\_\_\_

To,  
BHEL  
CIT, NOIDA

Subject: **Letter of Authority**

Tender Ref. No.: **AA:CS&IT:P31:MCU-RP dated 15<sup>th</sup> Apr 2015**

Dear Sir,

We hereby authorize \_\_\_\_\_ who has all India presence and fulfills the requirements of the tender enquiry ref. no. AA:CS&IT:P31:MCU-RP dated 15<sup>th</sup> Apr 2015 to quote / negotiate and service the equipment as required in the above tender enquiry.

This authorization is valid only for the following equipment for which we are the OEM:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

The authorized agency would ensure reliable service during complete lease period of 5 years.

(Authorized Signatory)

For \_\_\_\_\_

Note: This 'Letter of Authority' should be issued on the letterhead of OEM & enclosed in Part-I.



**Annexure-IX**

**Price Bid Format (For Hardware)**

			Per Quarter Lease Charges for Unit Quantity							Per Quarter Lease Charges for the Total Qty. (INR)
S. No.	Item Name	Qty.	Towards Equipment Cost (Excluding taxes) (INR)	Taxes		Towards Maintenance and Incidentals like Interest on capital (Excluding taxes) (INR)	Taxes		Per Quarter Lease Charges for Unit Qty ( Including Taxes )	
				Percentage	Value (INR)		Percentage	Value (INR)		
	A	B	C	D	E	F	G	H	I=(C+E+F+H)	J=B*I
1	60 port MCU	1								
									Grand Total =	

Place: **36**  
Date:

**Tender Ref. No. : AA:CS&IT:P31:MCU-RP dated 15th Apr 2015**

(Signature of the Bidder)

(Stamp of the Bidder)

**Annexure-IX**

**Price Bid Format (For OutRight Purchase)**

			OutRight Charges for Unit Quantity								Total Outright Cost (including maintenance for 5 years & taxes) for the Total Qty. (INR)
S. No.	Item Name	Qty.	Basic Unit Price (Excluding taxes) (INR)	Taxes		Basic Unit Price (Including taxes) (INR)	Maintenance Cost on Unit Qty (Excluding Taxes) for Five Years	Taxes		Maintenance Cost on Unit Qty (Including Taxes) for Five Years	
				Percentage	Value (INR)			Percentage	Value (INR)		
	A	B	C	D	E	F=C+E	G	H	I	J=G+I	K=B*(F+J)
1	60 port MCU	1									
										Grand Total =	

Place: **37**  
Date:

**Tender Ref. No. : AA:CS&IT:P31:MCU-RP dated 15th Apr 2015**

(Signature of the Bidder)

(Stamp of the Bidder)

## Checklist of Make &amp; Models Offered:

S. No	Item Name / Description	Make and Model of Equipment(s) offered	Remarks
1	60 port MCU		



## Pre- bid Query / Clarification Format

S.No.	Reference of the Clause No. of the RFP	Query / Clarification

Signed By:

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Organization: \_\_\_\_\_

Date &amp; Place: \_\_\_\_\_


Phone/Fax/Mobile/Email: \_\_\_\_\_

Stamp &amp; Seal: \_\_\_\_\_



**Business Rules, Terms & Conditions of Online Reverse Auction for the “Procurement of Multipoint Control Unit (MCU) for Video Conferencing Solution - Lease Basis” vide tender enquiry ref. no. AA:CS&IT:P31:MCU-RP, dated 15.04.2015**

<b>BUYER'S NAME</b>	Bharat Heavy Electricals Limited Corporate Systems & Information Technology
<b>AUCTION TO BE CONDUCTED BY</b>	<b>To be intimated later</b>
<b>DATE &amp; TIME OF AUCTION</b>	Auction Date : (xx.xx.xxxx) Online Sealed Bid Time : xxxxxx Online Reverse Auction Time : xxxxxxxx Auction website : <a href="https://bhel.erpoc.in">https://bhel.erpoc.in</a>
<b>DOCUMENTS ATTACHED</b>	<ol style="list-style-type: none"> <li>1) Business rules for reverse auction</li> <li>2) Terms &amp; conditions of reverse auction</li> <li>3) Process Compliance Statement (Annexure II as per RA Business Rules)</li> <li>4) Final Price Confirmation (Annexure III as per RA Business rules)</li> <li>5) Final Price Breakup (Price Bid Format)-Annexure-IX as per tender enquiry.</li> <li>6) Contact Information</li> </ol>





### **Business Rules for finalization of the procurement**

BHEL shall finalize the procurement of the items against this Tender through reverse auction mode. BHEL has made arrangement with ----- who shall be BHEL's authorized service provider for the same. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

1. Computerized reverse auction shall be conducted by BHEL, on pre-specified date, while the vendors shall be quoting from their own offices / place of their choice. Internet connectivity shall have to be ensured by vendors themselves. In extreme case of failure of Internet connectivity, (due to any reason whatsoever may be) it is the bidders' responsibility / decision to send fax communication immediately to -----, furnishing the price the bidder wants to bid online with a request to the service provider to upload the faxed price on line so that the service provider will upload that price on line on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to service provider has to solely ensure that the fax message is received by the service provider in a readable / legible form and also the Bidder should simultaneously check up with service provider about the clear receipt of the price faxed. It shall also be clearly understood that the bidder shall be at liberty to send such fax communications of prices to be up loaded by the service provider only within the closure of Bid time and under no circumstance it shall be allowed beyond the closure of Bid time / reverse auction. It shall also be noted that the service provider should be given a reasonable required time by the bidders, to upload such prices online and if such required time is not available at the disposal of the Service provider at the time of receipt of the fax message from the bidders, the service provider will not be uploading the prices and either BHEL or the service provider are not responsible for this unforeseen circumstances. In order to ward-off such contingent situation, bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power at the premises of vendors during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither BHEL nor -----, is responsible for such eventualities.
2. -----, shall arrange to train your nominated person (s), without any cost to you. They shall also explain you, all the Rules related to the Reverse Auction / Business Rules Document to be adopted along with bid manual. You are required to give your compliance on it before start of bid process.
3. **Material For Bid:** Multipoint Control Unit for Video Conferencing Solution against tender enquiry ref. no. AA:CS&IT:P31:MCU-RP dated 15.04.2015 with all amendments, discussions and minutes of meetings, if any.
4. **Starting Bid/Bid Decrement:** The opening price of the RA and the bid decrement value shall be available to the bidders before 05 minutes of the start of the auction and same shall be displayed on the auction website.
5. **Bidding Currency and Unit of Measurement:** Bidding and evaluation will be conducted in **Indian Rupees (INR)** of the item. The price bid placed during the "Sealed Bid Auction" as well as "Reverse Auction" shall be the total price for the Items, as per finalized specifications during techno commercial evaluation, mentioned in **Annexure- I**.



6. **Bid Price:** The Bidder has to quote the F.O.R. destination Price which is inclusive of all prevailing levies and taxes i.e. Excise Duty, Custom Duty, Packing & Forwarding, freight and insurance etc and excluding of VAT / Lease Tax, Service Tax and octroi, if any. The successful bidder is to submit the break up of price after completion of reverse auction.
7. The technical & commercial terms are as per BHEL Tender Enquiry No. AA:CS&IT:P31:MCU-RP, dated 15.04.2015, subsequent corrigendum along with vendors' technical and commercial bid and subsequent correspondences between BHEL and the vendors regarding commercial terms & conditions.
8. **Validity of Bids:** The Bid price shall be firm for a period of **120 days** and shall not be subjected to any change whatsoever.
9. At the end of the reverse auction, bidder has to provide a final price confirmation & a detailed break-up & confirmation (as per BHEL's price excel sheet (Annexure-IX) & the Annexure III formats) for his lowest offer within 24 hours of the reverse auction to -----  
-----

10. **Procedure of Reverse Auctioning:**

- i. **Online Initial Sealed Bid:** The opening bid (In the initial auction) of the bidders shall be same as that quoted in their Final Sealed price submitted to BHEL or lesser. The bidders shall confirm in writing to BHEL that their opening bid shall be same or lesser as that quoted in their final sealed price bid submitted against Tender Enquiry No. AA:CS&IT:P31:MCU-RP, dated 15.04.2015. If it is found to be otherwise at a later date, the bidder will be disqualified from the tender.
- ii. **Online English Reverse (no ties) Auction {Reverse Auction}:** BHEL will declare its **Opening Price (OP)**, which shall be visible to the all vendors during the start of the reverse Auction. You will be required to start bidding after announcement of Opening Price and decrement amount. Also, please note that the start price of an item in online reverse auction is open to all the participating bidders. Any bidder can start bidding, in the online reverse auction, from the start price itself. If the start price is your own price, you still need to bid in the online reverse auction. Also, please note that the first online bid that comes in the system during the online reverse auction can be equal to the auction's start price, or lesser than the auction's start price by one decrement, or lesser than the auction's start price by multiples of decrement. The second online bid and onwards will have to be lesser than the L1 rate by one decrement value, or lesser than the L1 rate by multiples of the decrement value.
- iii. Those vendors who have participated in the Initial Sealed Bid Auction, will only be eligible to participate in the subsequent English Reverse Auction.
- iv. Online Initial Sealed Bid will be for **30 minutes** and Online English Reverse (no ties) Auction shall be for a **period of one hour**. If a bidder places a bid in the last 10 minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another 10 minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last 10 minutes and if that bid gets accepted.



If the bid does not get accepted, the auto-extension will not take place even if that bid might have come in the last 10 minutes. In case, there is no bid in the last 10 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, vendors are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

- v. The bid decrement amount shall be specified by BHEL before start of bidding.
  - vi. Any commercial loading shall be intimated to bidders in advance and it shall be added to price during dynamic auction process. For evaluation purpose, commercial loading if any, shall be added to the quoted price of respective bidder. However for ordering only the final bid placed by you shall be considered.
  - vii. After the completion of English No Ties Reverse Auction, the **Closing Price (CP)** shall be available. In case, any commercial loading was made to L1 bidder's price, it shall be de-loaded from the closing price of L1 bidder (**CP**) for further processing.
- 11. Successful vendor shall be required to submit the final prices, quoted during the English No Ties Reverse Auction, as per BHEL's price excel sheet (Annexure-IX) & the Annexure III formats, within 24 hours of the reverse auction, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before the start of auction.
  - 12. During the Online English No Ties Reverse Auction, if no bid is received in the auction system / website within the specified time duration of the reverse auction, then **BHEL**, at its discretion, may decide to revise the auction's Opening Price / scrap the online reverse auction process / proceed with the conventional mode of tendering (opening of the hard copy final bids submitted by you earlier to BHEL).
  - 13. Your bid will be taken as an offer to supply. Bids once made by you, cannot be cancelled / withdrawn and you shall be bound to supply as mentioned above at your final bid price.

**Should you back out and not supply as per the rates quoted, BHEL shall take action as appropriate.**

- 14. You shall be assigned a **Unique User Name & Password** by BHEL or by -----  
----- You are advised to **change the Password** and edit the information in the Registration Page after the receipt of initial Password from **BHEL** / -----  
to ensure confidentiality. All bids made from the Login ID given to you will be deemed to have been made by your company.
- 15. You will be able to view the following on your screen along with the necessary fields in the English No Ties Reverse Auction:
  - a. Leading Bid in the Auction (only total price)
  - b. Bid Placed by you
  - c. Your Own Rank
  - d. Opening Price & Bid Decrement value.
- 16. At the end of the Reverse Auction, BHEL will decide upon the winner. BHEL's decision on award of Contract shall be final and binding on all the Bidders.




17. BHEL shall be at liberty to cancel the reverse auction process / tender at any time, before ordering, without assigning any reason.
18. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
19. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.
20. You are required to submit your acceptance (Process Compliance Form—Annexure II) to the terms / conditions / modality given above before participating in the reverse auction.



### **Terms & Conditions of Reverse Auction**

1. **LOG IN NAME & PASSWORD:** Each Bidder is assigned a Unique User Name & Password by -----The Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from ----- All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
2. **BIDS PLACED BY BIDDER:** The bid of the bidder will be taken to be an offer to execute the work. Bids once made by the bidder cannot be cancelled. The bidder is bound to execute the work as mentioned above at the price that they bid. Should any bidder back out and not make the supplies at per the rates quoted, BHEL and / or ----- shall take action as appropriate.
3. **LOWEST BID OF A BIDDER:** In case the bidder submits more than one bid, the lowest bid will be considered as the bidder's final offer to execute the work.
4. **AUCTION TYPE:** 1). Online Initial Sealed Bid  
2). Online English No Ties Reverse Auction
5. **DURATION OF AUCTION:** The duration of Auction will be for one hour. If a bidder places a bid in the last 10 minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another 10 minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last 10 minutes and if that bid gets accepted. If the bid does not get accepted, the auto-extension will not take place even if that bid might have come in the last 10 minutes. In case, there is no bid in the last 10 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, vendors are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc. (THIS SCHEDULE IS TENTATIVE. IF ANY CHANGE IN SCHEDULE, THE SAME SHALL BE COMMUNICATED TO YOU)
6. **BID DECREMENT:** The minimum Bid decrement shall be available to the Bidders at the start of the auction. The bidder can view the same by clicking on the Item details at the start of the auction. The bidder can bid lower than the Lowest Bid in the auction by a decrement, multiple of the minimum Bid decrement or at least of minimum bid decrement plus multiples of Bid Decrement. Also, please note that the start price of an item in online reverse auction is open to all the participating bidders. Any bidder can start bidding, in the online reverse auction, from the start price itself. If the start price is your own price, you still need to bid in the online reverse auction. Also, please note that the first online bid that comes in the system during the online reverse auction can be equal to the auction's start price, or lesser than the auction's start price by one decrement, or lesser than the auction's start price by multiples of decrement. The second online bid and onwards will have to be lesser than the L1 rate by one decrement value, or lesser than the L1 rate by multiples of the decrement value.
7. **VISIBILITY TO BIDDER:** The Bidder shall be able to view the following on his screen along with the necessary fields during English Reverse –NO ties Auction:
  - Leading Bid in the Auction
  - Bid Placed by him
  - His Own Rank
  - Start Price & Bid Decrement Value



8. **AUCTION WINNER:** At the end of the Reverse Auction, BHEL will evaluate all the bids submitted and will decide upon the winner.
9. **PROXY BIDS:** Proxy bidding feature is a pro-supplier feature to safe guard the supplier's interest of any Internet failure or to avoid last minute rush. The Proxy feature allows Bidders to place an automated bid against other Bidders in an auction and bid without having to enter a new amount each time a competing Bidder submits a new offer.

The bid amount that a Bidder enters is the minimum that the Bidder is willing to offer. Here the software bids on behalf of the supplier.


- The proxy amount is the minimum amount that the Bidder is willing to offer. During the course of bidding, the Bidder cannot delete or change the amount of a Proxy Bid.
- Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that
- The auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing Bidder bids, regardless if competing bids are submitted as proxy or standard bids.

**GENERAL TERMS & CONDITIONS:** Bidders are required to read the "Terms and Conditions" section of the auction website (<https://bhel.eproc.com>) using the Login IDs and passwords given to them.

**10. OTHER TERMS & CONDITIONS:**

- The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
- The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
- BHEL's decision on award of Contract shall be final and binding on all the Bidders.
- BHEL along with ----- can decide to extend, reschedule or cancel any Auction. Any changes made by BHEL and / or -----, after the first posting will have to be accepted if the Bidder continues to access the site after that time.
- ----- shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- ----- is not responsible for any damages, including damages that result from, but are not limited to negligence.
- ----- will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

N.B.



- All the Bidders are required to submit the Agreement Form / Process Compliance Form (**Annexure- II**) duly signed to -----, before the due date (xx.xx.xxxx). After the receipt of the Agreement Form, Login ID & Password shall be allotted to the suppliers (bidders).
- After the completion of the Auction event, all the Bidders have to submit the Price Break-up & confirmation (as per BHEL's price excel sheet (Annexure-IX) & the Annexure III formats) within 24 hours of the reverse auction to ----- for further proceedings.



## ANNEXURE - I

### **Item Description:**

As per tender enquiry ref. no. AA:CS&IT:P31:MCU-RP, dated 15.04.2015 (along with amendments / corrigendum and clarifications).

Details as per “PRICE BID FORMAT” of the tender enquiry (along with clarifications).

<b>Format for Reverse Auction for “Procurement of Multipoint Control unit (MCU) for Video Conferencing solution – Lease Basis”</b>	
<b>RFP Ref. No. AA:CS&amp;IT:P31:MCU-RP, dated 15.04.2015</b>	
<b>Item Description</b>	<b>Per Quarter Lease Charges for Item as per Annexure – IX ( Price bid) i.e., S.No. 1 in INR inclusive of all prevailing levies and taxes except Service Tax.</b>
Video conferencing Solution (with detailed description, components & quantity as per Price Bid Format of the tender enquiry)	

After the reverse auction, the L1 bidder shall submit the item wise price breakup as per original price bid format (Annexure – IX) which shall include applicable service tax, if any.





## Annexure- II

### Process Compliance Form

(The bidders are required to print this on their company's letterhead, sign & stamp before emailing a scanned copy)

.....  
.....  
.....

### **Sub: Agreement to the Process related Terms and Conditions for the Reverse Auction**

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the Tender document for the 'Procurement of Video Conferencing Solution - Lease Basis' against tender enquiry ref. no. AA:CS&IT:P31:MCU-RP, dated 15.04.2015 and subsequent corrigendum.

This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Reverse Auction Terms & Conditions and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We also confirm that we will email a scanned copy or fax the price confirmation & break-up of our online quoted price, within 24 hours of the reverse auction, as per BHEL's price excel sheet (Annexure-IX) & the Annexure III formats.
- 5) We, hereby, confirm that we will honor the Bids placed by us during the auction process.
- 6) We also confirm that we will accept our Rank / Position that will be displayed when the 'Bidding Time is Over' of the Online Reverse Auction.
- 7) We confirm that we have changed the password on the auction website after first log in.

With regards,

Signature with company seal

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –



**Annexure III**

.....  
.....  
.....

Sub: Final price quoted during reverse auction and price break-up & confirmation

Ref:

**1. BHEL Tender No. AA:CS&IT:P31:MCU-RP, dated 15.04.2015**

**2. Reverse Auction dtd. Xx.xx.xxxx**

**3. Our Offer No. \_\_\_\_\_ dtd. \_\_\_\_\_**

Dear Sir,

We confirm that we have quoted for the **“Procurement of Multipoint Control unit for Video Conferencing Solution - Lease Basis”** and Rs. \_\_\_\_\_ (Rupees

\_\_\_\_\_ is our **Final Total Charges per quarter (including all taxes except service tax)** during the reverse auction conducted on xx.xx.xxxx.

The breakup of prices as per Price Bid Format (Annexure-IX) is also enclosed.

It is also confirmed that final rate in respect of each item is either equal or lower as compared to rate offered in the sealed bid.

Thanking you and looking forward to the valuable order from BHEL.

Yours sincerely,

For \_\_\_\_\_

**Name:**

**Company:**

**Date:**

**Seal:**



**CONTACT INFORMATION**

.....	<b>Bharat Heavy Electricals Limited, Corporate Systems &amp; Information Technology, Noida</b>
..... ..... .....  .....  .....  .....	<b>Shivali Arya</b>  <b>Sr. Engr. (CS&amp;IT)</b> <b>CIT Hall, 2<sup>nd</sup> Floor,</b> <b>BHEL, HRD &amp; ESI Complex,</b> <b>Plot No. 25, Sector-16A, Noida (UP) - 201301</b> <b>PH : 0120 2416496</b> <b>E-MAIL : <a href="mailto:shivali@bhel.in">shivali@bhel.in</a></b>