# $\frac{\textbf{TENDER SPECIFICATION FOR NETWORK MAINTENANCE WORK AT BHEL}}{\textbf{RANIPET}}$

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| Prepared By                 | Reviewed By              | Approved By              |
|-----------------------------|--------------------------|--------------------------|
|                             |                          |                          |
|                             |                          |                          |
| Shantanu Singh, Engineer/IC | M P Sivasubramani ,SM/IC | B. Venkateshwar , AGM/IC |

## 1. Introduction

BHEL is the largest engineering and manufacturing enterprise in India in the energy related/infrastructure sector. 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.

BHEL's Ranipet Complex is one of the leading boiler auxiliaries' manufacturers in the world and India's largest engineering and manufacturing enterprises providing total boiler solutions for utility, industrial, captive power and heat recovery applications.

In order to maintain the IT Infrastructure and keep the set up in running for Business Continuity, this tender is floated.

## 2.0 Scope of Work and Terms & Condition:

The vendor shall provide network maintenance support on 24x7 hours basis by TWO certified and trained resident engineers posted at BHEL Ranipet. The contract period is for **12 months** from the date of acceptance of order. **This contract can be short closed after six months with one month notice period, if required by BHEL.** 

## A) Qualification for the Resident Engineers:

- Engineering Degree Holder with CCNA Certification
- Minimum One year experience in network maintenance and support field.

## B) Network Maintenance and support scope shall include the following:

- Manage basic LAN issues like connectivity, I/O, cable issues, patch cords, connector panels etc.
- Update Network documentation
- Identify and resolving router and switches issues
- Network performance monitoring and analysis
- Trouble shooting and fixing Network related problems
- Managing devices like H-connect
- Escalation of Network problems
- Co-ordinate with hardware team and other support groups
- Installation and configuration of active devices
- Complete log book of activities done by the resident engineers should be maintained.

## C) The resident engineers:

- Shall observe BHEL working hours and BHEL holidays. BHEL working hours are 8AM to 4:30PM, 6 days a week. Network engineers shall work in two shifts. Shift time is 08:00 AM 04:30 PM and 04:30PM to 01:00 AM and shall be available on call basis round the clock, to meet any exigency.
- The CV of the Resident Engineers shall be got vetted by BHEL Ranipet.
- When resident engineer goes on leave, suitable substitute shall be arranged for the leave period.
- Shall ensure network connectivity up to the desktop level.
- Shall have their own vehicles for movements and shall have mobile phones accessible from BHEL landline/mobile phones.
- The rate quoted shall include PF & ESI remittance of the Engineers employed in this work. Therefore the tenderer shall quote inclusive of PF & ESI contribution to their Engineers.

- All expenses towards logistics and incidentals, including lodging, boarding, travel, etc., incurred in connection with the execution of this contract shall be borne by the vendor and shall not be reimbursed by BHEL.
- Vendor shall adhere to security procedures of BHEL for material, data, and personnel movement.
- Safety precautions should be taken while doing the work.
- D) The contractor has to follow all statutory requirements like PF, ESI throughout the contract period. The contractor has to remit the P.F & ESI contribution in their own code and BHEL will not allot sub code.
- E) The tenderer shall quote inclusive of PF & ESI contribution

## **Annexure I**

# **Un Priced Bid**

| Sl No | Description  | Basic Price in Rs. | Applicable Tax (in %) | Tax Amount in Rs. | Total Amount in Rs. |  |  |  |  |
|-------|--|--------------------|-----------------------|-------------------|---------------------|--|--|--|--|
| 1     | Network maintenance work by posting two network engineers for one year |                    |                       |                   |                     |  |  |  |  |
|       | GRAND TOTAL  |                    |                       |                   |                     |  |  |  |  |

Note: Bidder has to clearly specify the Tax in % in the format given and fill the remaining blanks in all the columns as 'Quoted' and submit this filled page also while submitting for the Technical Bid. In Un-Priced Bid , Please do not fill any prices. Only TAX in % needs to be filled.

## 3.0 General Conditions

#### 1. EMD

An amount of Rs. 20,000.00(Rupees Twenty Thousand Only) will have to be paid as EMD( Earnest Money Deposit) either cash at our cash office or as DD to be drawn in favor of BHEL, Ranipet Payable at State Bank of India, Mukundarayapuram, (MRPURAM PROJECT Code Number: 07013) Ranipet. In case DD is obtained from other Banks, the same to be "Payable at Ranipet".

Vendors registered with NSIC will be exempted from depositing EMD amount on submission of proper documents as per clause 15.

- 1.1 EMD by the Tenderer will be forfeited if:
- a. After opening the tender, the bidder revokes the tender within the validity period or increases his earlier quoted rates.
- b. The successful bidder does not commence the work as per the terms of Contract.
- 1.2 EMD shall be refunded to unsuccessful bidders, **normally within fifteen days of acceptance** of award of work by the successful bidder.
- 1.3 EMD of successful bidder will be converted to Security Deposit. If Security Deposit is not applicable or provided in other form/mode, EMD will be refunded after commencement of work.
- 1.4 EMD shall not carry any interest.

## 2. TERMINATION

- a. BHEL reserves the right to cancel the order for non-performance and non-Compliance of the Scope of the Tender without any monetary or legal obligations
- b. The Contract may be short closed after six months with one month notice period ,if required by BHEL

#### 3. SERVICE TAX

- a. The Bidder shall not include Service Tax in their quoted rates; but the bidder has to separately indicate the Service Tax rate, amount and workings thereof in the Price bid schedule included in the bid documents.
- b. If service tax amount is not indicated separately in the price bid schedule included in the Bid documents, it will be presumed that the quoted rate is inclusive of applicable service tax and bids will be evaluated accordingly.
- c. Bidders have to quote the applicable Service Tax payable in the Price bid format included in the Bid document which shall be considered for evaluation. The same shall be considered for reimbursement against valid documentary evidence to successful bidders.

## 4. SECURITY DEPOSIT

a) Security Deposit shall be collected from the successful tenderer. The rate of Security Deposit will be as below for the business value as mentioned:

Upto Rs.10 Lakhs : 10%

Above Rs.10 lakhs up to Rs.50 Lakhs : 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 remitted before start of the Work.

- b) Security Deposit may be furnished in any one of the following forms:
  - i) Cash (as permissible under the Income Tax Act)
  - ii) Pay Order, Demand Draft in favour of BHEL.
  - iii) Local cheques of Scheduled Banks, subject to realization.
  - iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc., (Certificates should be held in the name of 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 Receipts 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 shall 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 remitted before the start of the work and the balance 50% may be recovered from the running bills.
  - viii) EMD of the successful tenderer shall be converted and adjusted against the Security Deposit.
  - ix) The security deposit shall not carry any interest.

#### Note:

Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be subject to Hypothecation or endorsement on the documents in favor 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. The Earnest Money paid at the time of tender will be adjusted as part of the Security Deposit and the balance amount will be recovered by deduction from the running bills of the contractor at the rates mentioned above.

Security Deposit shall not be refunded except in accordance with the terms of Security Bond or Agreement. No interest shall be allowed on Security Deposits. BHEL shall not be responsible for

any loss of securities, due to liquidation for any other reasons, what-so-ever or any depreciation in the value of the securities while in their charge or for any loss of interest there on.

All compensation or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or realized by the sale of the securities or from the interest arising therefrom or from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.

## 5. Payment Terms:

Payment will be made on Monthly basis in arrears after receipt of invoice that is duly certified by Informatics Centre.

# 6. No interest shall be payable by BHEL on EMD/SD if applicable or any money due to the contractor by BHEL.

## 7. Non-Disclosure Agreement:

The successful bidder should execute a Non-Disclosure Agreement as given in the format in **Annexure – II** 

#### 8. PROCEDURE FOR SUBMISSION OF BIDS

- a. Earnest Money Deposit (EMD): EMD of Rs 20,000/- shall be submitted with the offer, in the form of Demand Draft from any nationalized bank / scheduled bank, drawn in favor of M/s Bharat Heavy Electricals Limited, Ranipet, Payable at Ranipet. EMD is exempted for bidders having valid registration with NSIC (National Small Industries Corporation Ltd).
- b. The bidder shall sign all the pages of the Tender document and all the supporting documents. Signing of the document means that the bidder has fully understood the Tender and complies with all the requirements.
- c. The Price Bid shall be submitted on or before 14:00 Hrs of the due date indicated in the tender notice.
- d. Offer shall be made in a separate envelope, as specified below.

## Price Bid

This part shall consist of the following documents in a Single envelope:

- i. Demand Draft for Rs 20,000/ towards EMD (Earnest Money Deposit).
- ii. All pages of the tender document should be signed.
- iii. Un-priced Price Bid format duly signed with the tax break up details
- iv. Copy of Service Tax registration Certificate, TIN No. and PAN No.
- v. Price Bid as per the format given. The prices shall be quoted in Indian Rupees only.
- vi. The offer shall not contain any counter Conditions / Terms by the bidder.

#### MARKING ON THE ENVELOPE

The offer shall be enclosed in a single envelope with bidder's distinctive SEAL and superscribed with the details given below:

- 1. "PRICE BID"
- 2. Tender Reference and Description of the Tender
- 3. Due Date for Opening of the Tender

The Envelope of Price Bid shall be enclosed in another envelope and submitted with markings specified below:

- 1. Tender Notice / Tender Reference and Description of the Tender
- 2. Due Date for Opening of the Tender
- 3. Bidder's Address and SEAL

Note: Un-sealed envelopes and envelopes not super-scribed as above are liable to be rejected.

#### 10. BID SUBMISSION

Bids shall be sent to the following address:

Shantanu Singh,
Engineer, Informatics Center,
Engineering Building,
BHEL, RANIPET,
TAMILNADU – 632406.

Bids can also be submitted in person in Informatics center on or before the tender due date. Late / delayed Bids will be rejected.

## 11. BID OPENING

- a. Price bid shall be opened on the due date and time as specified in the Tender Notification, in the presence of bidders who may like to attend.
- b. Not more than two representatives will be permitted to be present for the tender opening. Representative participating in Tender Opening must bring company's authorization letter in original.
- c. Unsolicited bids shall not be entertained at any stage of the tendering process.
- d. No Literature / Data Sheets other than what is relevant for the offer shall be enclosed. All such enclosures shall be considered as unread and also will not be considered as part of the quotation.
- e. BHEL reserves the right to carry out negotiations with bidder on the tender offer / price.

#### 12. PRICE AND VALIDITY

a. Price shall be firm throughout the tenure of the contract. Variation of what so ever nature is to Vendor's account. Applicable Taxes shall be quoted separately in unambiguous terms. Invoices for claiming the contract price shall be as per the prevalent law. BHEL may avail CENVAT/service tax credit and vendors invoice to support the same.

- b. Price should be valid for a period of ninety days from the date of opening of the tender.
- c. Bidder should give the price bid in the format as per Annexure IV.

## 13. Discrepancy in "words " & " Figures "

- a) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
- d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date 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.
  - 14. BHEL shall have the right to recover any money due from the contractor from any money due to the contractor under this contract or any other contract or from the security deposit.

#### **15. MSME**

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 a CA certificate (as below) 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 last date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are 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 a Gazetted officer.

All MSE suppliers shall continue to be in PMD with MSE status based on the EM II certificate or valid NSIC certificate.

Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration.

- a) Valid NSIC certificate or
- b) Entrepreneurs Memorandum part II(EM II) certificate (valid based on deemed validity of 5 years) or
- c) EM II certificate alongwith attested copy of CA certificate( as per prescribed format as below applicable for the relevant financial year(latest audited), where the deemed validity of EM II is over.

However credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers as per clause9ii) at the time of tender evaluation.

#### Certificate by Chartered Accountant on Letter head

| (he | s is to certify that M/s, reinafter referred to as 'Company') having its registered office at is registered under MSMED Act 2006,(Entrepreneur memorandum   |
|-----|---|
| No  | (Part-II)(Micro/Small).(Copy enclosed)  |
|     | ther verified from the Books of Accounts that the investment of the company as per the latest audited ancial year as per MSMED Act 2006 is as follows:  |
| 1.  | For Manufacturing Enterprises: Investment in plant and machinery(i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006:  RsLacs   |
| 2.  | For Service Enterprises: Investment in equipment( original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006.  RsLacs   |
|     | (Strike off whichever is not applicable)  |
|     | The above investment of RsLacs is within permissible limit of RsLacs forMicro/Small(Strike off which is not applicable)Category under MSMED Act 2006.   |
|     | The company has been graduated from its original category(Micro/Small)(Strike off which is not applicable) and the date of graduation of such enterprise from its original category is(dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O.No.3322(E) dated 01-11-2013 published in the gazette notification dated 04-11-2013 by Ministry of MSME. |
|     | Date:   |
|     | (Signature)<br>Name-  |
|     | Membership number   |
|     | Seal of Chartered Accountant  |
|     | Signature of the Tenderer with seal (Authorized Signatory)  |

**16. Tender Opening Date and Time :**Last date for submission of Tender: **07/03/2015 14:00** Hrs and to be submitted at Informatics

Centre, BHEL, Ranipet.

Opening of Tender: 07/03/2015 14:30 Hrs at Informatics Centre.

# 17. CONFIRMATION OF COMPLIANCE TO THE TENDER REQUIREMENTS

| S. No | Description  | Accepted (Yes/No) | Remarks |
|-------|--|-------------------|---------|
| 1.    | The vendor shall provide network maintenance support on 24x7 hours basis by TWO certified and trained resident engineers posted at BHEL Ranipet.  The qualification and experience for the site engineers: Engineering Degree Holder with CCNA Certification and Minimum One year experience in network maintenance and support field.   |                   |         |
|       | The contract period is for 12 months after commencement of work at BHEL, Ranipet. This contract may be short closed after six months with one month notice period, if required by BHEL.  |                   |         |
| 2.    | <ul> <li>Network Maintenance and support scope shall include the following</li> <li>Manage basic LAN issues like connectivity, I/O, cable issues, patch cords, connector panels etc.</li> <li>Update Network documentation</li> <li>Identify and solve the router and switches issues</li> <li>Network performance monitoring and analysis</li> <li>Trouble shooting and fixing Network related problems</li> <li>Managing devices like H-connect, Media Converter</li> <li>Escalation of Network problems</li> <li>Co-ordinate with hardware team and other support groups</li> <li>Installation and configuration of active devices</li> <li>Complete log book of activities done by the resident engineers should be maintained.</li> </ul>   |                   |         |
| 3.    | <ul> <li>The resident engineers:</li> <li>Shall observe BHEL working hours and BHEL holidays. BHEL working hours are 8AM to 4:30PM, 6 days a week. Network engineers shall work in two shifts. Shift time is 08:00 AM – 04:30 PM and 04:30PM to 01:00 AM and shall be available on call basis round the clock, to meet any exigency.</li> <li>The CV of the Resident Engineers shall be got vetted by BHEL Ranipet.</li> <li>When resident engineer goes on leave, suitable substitute shall be arranged for the leave period.</li> <li>Shall change the resident engineers only after seeking permission from BHEL and arranging for proper substitute.</li> <li>Shall ensure network connectivity up to the desktop level.</li> <li>Shall have their own vehicles for movements and shall have mobile phones accessible from BHEL landline/mobile phones.</li> </ul> |                   |         |

|    | <ul> <li>Accommodation, boarding, transport and other<br/>logistics for these engineers are vendor's scope.</li> </ul>   |  |
|----|--|--|
| 4. | <ul> <li>The contractor has to follow all statutory requirements like PF, ESI throughout the contract period. The contractor has to remit the P.F &amp; ESI contribution in their own code and BHEL will not allot sub code.</li> <li>The tenderer shall quote inclusive of PF &amp; ESI contribution</li> </ul> |  |

| Signed By:              |
|-------------------------|
| Name:                   |
| Designation:            |
| Organization:           |
| Date & Place:           |
| Phone/Fax/Mobile/Email: |
| Stamp & Seal:           |

## THIRD PARTY NON-DISCLOSURE AGREEMENT

| [,  | on behalf of the   | (Name of Company), acknowledge that the   |  |  |  |  |  |  |
|---|--|---|--|--|--|--|--|--|
| information received or generated, directly or indirectly, while working with BHEL on contract is confidential and that the nature of the business of the BHEL is such that the following conditions are reasonable, and therefore: |  |   |  |  |  |  |  |  |
| I warrant and ag  | ree as follows:  |   |  |  |  |  |  |  |
| information relat   |  | impany, agree not to disclose, directly or indirectly, any generality of the foregoing, it is agreed that we will not imited to:  |  |  |  |  |  |  |
| •   |  | drawings, processes, formulae, compositions, omputer programs/data/configuration and research   |  |  |  |  |  |  |
| •   | Business information: Customer lists, marketing data,  | project schedules, pricing data, estimates, financial or  |  |  |  |  |  |  |
| all documents a<br>manuals, compu-<br>to BHEL's busin   | nd property of BHEL, including but no<br>ter programs/data/configuration, and all<br>tess, or in any way obtained by me duri | loyed or engaged by our company shall return to BHEL of necessarily limited to: drawings, blueprints, reports, other materials and all copies thereof relating in any waying the course of contract. I further agree that I, or any tain copies, notes or abstracts of the foregoing. |  |  |  |  |  |  |
| This obligation of  | of confidence shall continue after the cor   | clusion of the contract also.   |  |  |  |  |  |  |
| reasonable given  |  | y and fundamental to the business of the BHEL, and are the BHEL. I agree that this agreement shall be governed  |  |  |  |  |  |  |
| I enter into this a   | greement totally voluntarily, with full k  | nowledge of its meaning, and without duress.  |  |  |  |  |  |  |
| I will abide by th  | ne ISMS manual of BHEL, Ranipet.   |   |  |  |  |  |  |  |
| Dated at  | , this day of, 20  | <u>_</u> .  |  |  |  |  |  |  |
|   | Name   |   |  |  |  |  |  |  |
|   | Company  |   |  |  |  |  |  |  |
|   | Signature  |   |  |  |  |  |  |  |

## Contract Ref:

| Agreement for NETWORK MAINTENANCE WORK at BHEL, Ranipet   |
|---|
| This agreement made on this day of 2015 between M/s   |
| , incorporated under Companies Act, 1956 and having its Registered office at  |
| (hereinafter called the 'Company' which expression  |
| shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and assignees) of the one part, and the BHARAT HEAVY ELECTRICALS LTD, Ranipet – 632406, incorporated   |
| under the Companies Act, 1956 and having its Registered Office at BHEL House, Siri Fort, New Delhi  |
| (hereinafter called the 'BHEL' which expression shall, unless repugnant to the context or meaning   |
| thereof, mean and include its successors and assignees) of the other part.  |
|   |
| Whereas 'Company' is in the business of network maintenance and whereas the 'BHEL' has placed an order on Company for Network Maintenance Work at BHEL Ranipet as per the Contract (No:) and 'Company' has agreed to provide Two Network Engineers for Network Maintenance Work to the 'BHEL' under the following terms and conditions. |
| Now, therefore, the agreement witnesseth as follows:  |
| CONTRACT REFERENCE:   |
| <b>1.</b> This Document shall be read along with the Contract ''. The Terms & Conditions of the Contract shall be fulfilled along with the clauses of this agreement.   |

## SCOPE of CONTRACT (in Brief):

2. 'Company' will provide Two Network Engineers for Network Maintenance Work at BHEL Ranipet in consideration of the Payment as per Terms and Conditions of the Contract.

## 3. DEFINITIONS:

The following expressions herein used shall, unless repugnant to the subject or context thereof, carry the meaning hereunder respectively assigned to them namely 'CONTRACT' means the Contract referred in the Clause 1.0.

## 4. <u>NETWORK MAINTENANCE:</u>

- 4.1 Network manpower shall be deployed to keep the network in good working condition during the period of Contract.
- 4.2 The 'Company' will station two CCNA qualified and experienced (minimum one year) Engineers at BHEL site during contract period, for upkeep and maintenance of network system. Out of these two engineers, one engineer should come in general shift (8:00 AM to 4:30 PM) and other engineer should come in second shift (4.30 PM to 1.00 AM) and shall be available on call basis round the clock, to meet any exigency.
- 4.3 'Company' shall arrange a system for registration, monitoring and redress of all complaints during the contract period.
- 4.4 The 'Company' has to follow all statutory requirements like PF, ESI throughout the contract period. The 'Company' has to remit the P.F & ESI contribution in their own code and BHEL will not allot sub code.

#### 5. PAYMENT TERMS:

Payment will be made on monthly basis in arrears after receipt of invoice and certification by BHEL.

## 6. TERMINATION AND FORE-CLOSURE:

6.1 Termination: 'BHEL' reserves the right to terminate the order/contract, upon situations arising due to non-compliance of contract Terms and conditions or non-performance of the manpower continuously for more than one month.

On termination of the 'Contract', no payment shall be payable to 'Company' for the remaining period from the date of Termination.

## 7. CONFIDENTIALITY:

- 7.1 'Company' and its representatives shall, at all times, maintain complete confidentiality of all data, information, software, drawings and documents, etc. belonging to 'BHEL' and also of the systems, procedures, reports, input documents, manuals, results and any other documents discussed and/or finalized during the course of execution of the 'contract.
- 7.2 The successful bidder should execute a Non-Disclosure Agreement as given in the BHEL format.

## 8. ARBITRATION:

8.1 In all cases of disputes emanating from and in reference to this agreement the matter shall be referred to the sole arbitration of the Head of the Unit of BHEL, Ranipet 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 Head of the Unit to act as sole arbitrator. The arbitration shall be under 'THE ARBITRATION AND CONCILIATION ACT OF 1996' and the rules thereunder. The arbitrator may from time to times with the consent of the parties enlarge the time for making and publishing the award. The decision of the sole arbitrator is binding on both the parties.

## 9. JURISDICTION & GOVERNING LAWS:

- 9.1 In case of any suit or other legal proceedings arising under this contract the courts at Ranipet (Vellore District) Tamil Nadu only shall have the jurisdiction. This contract will be governed in all respects by India Laws.
- 9.2 This agreement and any amendments thereto shall be valid and binding upon 'Company' only if signed by the Authorized signatories of both 'BHEL' and 'Company'.

## 10. ENTIRE CONTRACT:

- 10.1 The Contract No: ( ) forms part of this agreement along with the references mentioned therein.
- 10.2 This agreement and any amendments thereto shall be valid and binding upon 'Company' only if signed by the Authorized signatories of both 'BHEL' and 'Company'.

IN WITNESS WHEREOF, 'BHEL' has caused this agreement to be signed at Ranipet, the day and year first above written, while 'Company' has caused this agreement to be signed at \_\_\_\_\_\_ through its authorized signatory — under their stamp who are the only constituted attorneys for this purpose, the day and year indicated below against the execution on its behalf.

SIGNED AND DELIVERED FOR & on behalf of the above named 'Company' by its authorized representative:

At Ranipet this day of 2015.



## ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

|                       |  | ī         |        |       |          |      |      |      |      |      |       |            |          | 7 |
|-----------------------|--|-----------|--------|-------|----------|------|------|------|------|------|-------|------------|----------|---|
| 01                    | NAME & ADDRESS OF THE<br>SUPPLIER / VENDOR   |           |        |       |          |      |      |      |      |      |       |            |          |   |
| 02                    | VENDOR CODE (as in WORK ORDER)   |           |        |       |          |      |      |      |      |      |       |            |          | 1 |
| 03                    | Details  | O         | f Bar  | ık A  | ccou     | ınt: |      |      |      |      |       |            |          |   |
| A)                    | NAME & ADDRESS OF THE BANK<br>(WITH PIN CODE)  |           |        |       |          |      |      |      |      |      |       |            |          |   |
| В)                    | BANK TELEPHONE NUMBER (WITH STD CODE)  |           |        |       |          |      |      |      |      |      |       |            |          |   |
| C)                    | BANK BRANCH CODE   |           |        |       |          |      |      |      |      |      |       |            |          |   |
| D)                    | MICR CODE  |           |        |       |          |      |      |      |      |      |       |            |          |   |
| E)                    | ACCOUNT NUMBER   |           |        |       |          |      |      |      |      |      |       |            |          |   |
| F)                    | TYPE OF ACCOUNT  |           | CUI    | RRE   | NT A     | /C   | /    | OD   | /    | С    | ASH   | I CR       | EDIT     |   |
| G)                    | VENDOR NAME AS PER BANK<br>RECORDS   |           |        |       | ı        | ı    | ı    |      | 1    |      | ı     |            |          |   |
| H)                    | BANK BRANCH RTGS IFSC CODE   |           |        |       |          |      |      |      |      |      |       |            |          |   |
| I)                    | BANK BRANCH NEFT IFSC CODE   |           |        |       |          |      |      |      |      |      |       |            |          |   |
| J)                    | VENDOR'S E-MAIL ID (give two ids)  |           |        |       |          |      |      |      |      |      |       | -          |          |   |
| K)                    | NAME OF AUTHORISED SIGNATORY   |           |        |       |          |      |      |      |      |      |       |            |          |   |
| RAN<br>menti<br>disch | CERTIFICATE  I /We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED, RANIPET by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited, Ranipet. I / We also agree to bear the applicable Bank Charges for the above mode of transfer. |           |        |       |          |      |      |      |      |      |       |            |          |   |
|                       | Al   | U         | THO    | RISE  | ED S     | IGN/ | ATOF | RY O | F VE | ENDO | OR V  | VITH       | I SEA    | L |
|                       | Banker's Ce  | <u>er</u> | tifica | ation | <u>l</u> |      |      |      |      |      |       |            |          |   |
| numb                  | confirm that we are enabled for receiving RTGS er of   |           |        |       |          |      |      |      |      | (na  | ame o | of acc     | count    |   |
|                       | holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.  |           |        |       |          |      |      |      |      |      |       |            |          |   |
| PLA(                  | DE:  |           |        |       |          |      | _    |      |      | (Mai | nage  | <br>er / O | officer' | s |
| DATI                  | (Manager / Officer's DATE: Signature Under Bank stamp) Authorisation No.   |           |        |       |          |      |      |      |      |      |       |            |          |   |

Note: This EFT Form is to be submitted duly filled in manually in all fields and duly signed by Authorised Signatory and certified by Banker.

# Annexure IV

# **Priced Bid**

| Sl No | Description  | Basic Price in Rs. | Applicable Tax (in %) | Tax Amount in Rs. | Total Amount in Rs. |
|-------|--|--------------------|-----------------------|-------------------|---------------------|
| 1     | Network maintenance work by posting two network engineers for one year |                    |                       |                   |                     |
|       |  |                    |                       |                   |                     |